STATE OF SOUTH DAKOTA OFFICE OF ATTORNEY GENERAL
CONSULTING CONTRACT AMENDMENT 1 TO CONTRACT 17-2900-063

This Amendment is made and entered into between the parties this 4th day of August, 2017, and amends the above stated State of South Dakota Consulting Contract ("Agreement") by and between Office of Attorney General 1302 East Highway 14, Pierre South Dakota 57501 ("the State") and Alcohol Monitoring Systems (AMS), 1241 West Mineral Ave, Suite 200, Littleton, CO, 80120, 303-989-8900 (the "Vendor" or "AMS"); collectively "the Parties"

The Agreement is for the purpose of increasing the number of Full Access Users available to the State for the first two years (at no additional cost to the State) and extending the "Go Live" date from October 1, 2017 to December 4, 2017.

The parties hereby agree that the Agreement shall be amended as follows:

1. That the Schedule found in the Statement of Work, on pages 12-13 be replaced with the attached Exhibit 1. The Parties agree that the dates set forth in Exhibit 1 of this Amendment will take precedence over any conflicting dates in the Agreement.

2. That in Exhibit B of the Agreement, the Payment Schedule, the parenthetical references to the start of each annual year for Year 3 and Year 4-7 shall be changed from "October 1" to "December 1".

3. That in Exhibit B of the Agreement, the Payment Plan, the first bullet will be amended to read: "The Software License Fee amount listed above allows the State 440 Data Access Users for Years 1 and 2, and 390 Data Access Users for Years 3 through 7 . . .".

4. That in Exhibit B of the Agreement, the Payment Plan, the third bullet will be amended to read: "Start of the annual year for licenses will begin December 4, 2017."

5. All other terms and conditions of the Agreement and all addendums thereto shall remain as originally written.

6. Upon execution this Amendment will be attached to the Agreement and made part therein

In Witness Whereof, the parties signify their agreement by the signatures affixed below.

STATE	VENDOR
BY:	BY: Lou Sugo
Marty Jackley	Lou Sugo
Attorney General, South Dakota	V.P. Sales and Marketing
Office of the Attorney General	Alcohol Monitoring Systems, Inc.
8-8-17	August 4, 2017
(DATE)	(DATE)

SCRAM™ SYSTEMS

Exhibit 1
Revised Schedule

Item #	Feature	Sub Feature	Resource	Est	Status	Estimated Start Date	Estimated End Date	Actual Start Date	Actual End Date	Comments
1.00	Optix Roll Out	Educate on New Features	TBD	1 day		18-Sep	18-Sep			
2.00		Migrate Admin	Art	1 day		18-Sep	18-Sep			
3.00		Migrate Users	Art	5 days		19-Sep	25-Sep			
4.00										
5.00										
6.00	Power BI	Identify Reports	Art			21-Aug	15-Sep			
7.00		Build BI Reports	TBD			25-Sep	31-Dec			
8.00		Test BI Reports	TBD			25-Sep	31-Dec			
9.00		Reconcile/Confirm BI Reports	Various			25-Sep	31-Dec			
10.00		Move to Production	Various			15-Nov	31-Dec			
11.00										
12.00	Data Migration	Test County Data Migration	Ray/TA			04-Sep	08-Sep			
13.00		Validate Test County Migrated Data	Ray/TA			11-Sep	15-Sep			
14.00		Test State Migration	Ray/TA			02-Oct	06-Oct			
15.00		Validate State Migrated Data	Ray/TA			09-Oct	20-Oct			
16.00		Move to Production	Ray/TA			04-Dec	04-Dec			
17.00										
18.00	User Acceptance Testing (Customer)									
19.00		Alpha Testers	Art + team			02-Oct	27-Oct			
20.00		AMS to Fix Alpha Bugs	Various			06-Nov	17-Nov			
21.00		Beta Testers	Minn-Penn			20-Nov	27-Nov			
22.00		AMS to fix Beta Bugs / Enhancements	Various			20-Nov	27-Nov			
23.00	Training					07-Aug	11-Nov			
24.00		Site Visit to SD				07-Aug	08-Aug			
25.00		**Training Assessment**	Tamara, Kim	5 days		24-Jul	29-Jul			
26.00		**Training Curriculum Planning**	Various	15 days		24-Jul	12-Aug			
27.00		**Training Curriculum Build Out**	Various	5 days		15-Aug	28-Oct			
28.00		Create Account	Various	5 days		15-Aug	26-Aug			
29.00		Add Caseload	Various	5 days		21-Aug	26-Aug			
30.00		Add User	Various	5 days		28-Aug	02-Sep			
31.00		Add Client	Various	5 days		28-Aug	02-Sep			
32.00		Create Monitoring Alert Plan	Various	4 days		04-Sep	09-Sep			
33.00		Enter Test Results	Various	5 days		04-Sep	09-Sep			
34.00		Record Fee	Various	5 days		12-Sep	16-Sep			
35.00		Final Integration Training Compiled / Review	Various	5 days		19-Sep	23-Sep			
36.00		**Review Training**	Various	10 days		19-Sep	30-Sep			
37.00		**Internal Training Prep**	Various			02-Oct	06-Oct			
38.00		**Customer Training - Statewide (Sites TBD)**	Various			27-Nov	01-Dec			
39.00		Minnihana Training	TBD	1 day		27-Nov	27-Nov			
40.00		Pennington Training	TBD	1 day		28-Nov	28-Nov			
41.00		Brookings Training	TBD	1 day		29-Nov	29-Nov			
42.00		4th Site TBD - Training	TBD	1 day		30-Nov	30-Nov			

[redacted]

43.00	Production					04-Dec	07-Dec			
44.00		Production Data Migration	TBD			04-Dec	TBD			Possibility of rolllout TBD
45.00		Change Managemenet	TBD			TBD	TBD			
46.00		Audit & Review	TBD			TBD	TBD			
47.00		Performance Reporting and Analytics	TBD			TBD	TBD			
48.00		On Going Training	TBD			TBD	TBD			
49.00		Go Live Support	Various			04-Dec	31-Dec			

STATE OF SOUTH DAKOTA OFFICE OF ATTORNEY GENERAL
CONSULTING CONTRACT AMENDMENT 2 TO CONTRACT 17-2900-063

This Amendment is made and entered into between the parties this 22nd day of November, 2017, and amends the above stated State of South Dakota Consulting Contract ("Agreement") by and between Office of Attorney General 1302 East Highway 14, Pierre South Dakota 57501 ("the State") and Alcohol Monitoring Systems (AMS), 1241 West Mineral Ave, Suite 200, Littleton, CO, 80120, 303-989-8900 (the "Vendor" or "AMS"); collectively "the Parties"
The Agreement is for the purpose of increasing the number of Full Access Users available to the State for the first two years (at no additional cost to the State) and extending the "Go Live" date from October 1, 2017 to December 4, 2017.

The parties hereby agree that the Agreement shall be amended as follows:

1. That in Exhibit B of the Agreement, modified through Amendment 1, Item #2, the Payment Schedule, the parenthetical references to the start of each annual year for Year 3 and Year 4-7 shall be changed from "December 1" to a "March 1".

2. That in Exhibit B of the Agreement, the Payment Schedule, Payment Terms and Conditions, modified through Amendment 1, Item #4, the third bullet will be amended to read: "Start of the annual year for licenses will begin on March 1, 2018."

3. All other terms and conditions of the Agreement and all addendums thereto shall remain as originally written.

4. Upon execution this Amendment will be attached to the Agreement and made part therein

In Witness Whereof, the parties signify their agreement by the signatures affixed below.

STATE	VENDOR
BY:	BY:
Marty Jackley	Lou Sugo
Attorney General, South Dakota	V.P. Sales and Marketing
Office of the Attorney General	Alcohol Monitoring Systems, Inc.
11-27-17	11/21/17
(DATE)	(DATE)

Auditor; 11.29.17

STATE OF SOUTH DAKOTA # 17-2900-063

CONSULTING CONTRACT # 12014087

View OPEN SD ✓

Agreement made and entered into this 7th day of April, 2017, by and between

South Dakota Office of the Attorney General, a state agency, of

(Name of Agency)

1302 E. Highway 14, Pierre, SD, 57501, (the "State")

(Address) (City) (State) (Zip Code)

and Alcohol Monitoring Systems (AMS), 1241 West Mineral Ave, Suite 200,

(Company Name) (Address)

Littleton, CO, 80120,

(City) (State) (Zip Code)

303-989-8900 (the "Vendor" or "AMS").

(Phone Number)

The State hereby enters into this Agreement for services with Vendor in consideration of and pursuant to the terms and conditions set forth herein.

The terms of the attached Work Plan, attached hereto as Exhibit A; Payment Schedule, attached hereto as Exhibit B; Appendix, attached hereto as Exhibit C; Confidentiality Provision, attached hereto as Exhibit D, and 24/7 Sobriety Software Subscription Terms and Conditions, attached hereto as Exhibit E, are incorporated into this Agreement as if fully set forth herein. Should there be a conflict between the terms in this Agreement and those of any Exhibit, the following order of precedence will apply:

(i) the Exhibits; and
(ii) the Agreement.

Capitalized terms have the meaning as defined in the Agreement or Exhibit hereto.

1. The Vendor will provide a replacement 24/7 online application identified as the "24/7 Sobriety Software" or the "Software" herein in response to RFP #818 in a "software as a service" (SaaS) format which Vendor will implement in accordance with the terms of Exhibit A and providing the limited, non-exclusive rights of access and use of the Software as granted under Exhibit E for the Term.

2. The Vendor's services under this Agreement shall commence on June 9, 2017 and end on June 9, 2024, unless sooner terminated pursuant to the terms hereof. The services shall consist of the implementation of the Software as

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JAmie ; 6.16.17

further described in Exhibit A and the provision to the State of access to the Software under the terms of Exhibit E.

3. The Vendor will use State equipment, supplies or facilities for training purposes only. The State shall cooperate with Vendor and provide Vendor with such assistance as Vendor may reasonably require under this Agreement. The Vendor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

4. The State will make payment for services as set forth in the Payment Plan, attached hereto as Exhibit B. services. The TOTAL CONTRACT AMOUNT is an amount not to exceed $ 1,339,144.13, payable over a seven year period as set forth in Exhibit B. The State will pay Vendor's expenses as set forth in Exhibit B. Payment will be made by the State within forty-five (45) days of the date of an itemized invoice submitted by Vendor with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26. The Vendor acknowledges that it would be difficult or impracticable for the State to provide the notice of disagreement provided for by SDCL 5-26-5 within the ten days provided for by that section. Accordingly, Vendor hereby agrees that the State shall have thirty (30) days to provide the requisite notice of disagreement.

This Agreement involves the beta testing of a new technology that is not generally available in the market place. Due to the beta testing component of this agreement, the total contract price reflects beta-pricing available only to the State.

5. The Vendor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of Vendor's negligent or willful misconduct while performing services hereunder. This section does not require the Vendor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State of South Dakota, its officers, agents or employees.

6. The Vendor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Vendor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Vendor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than $1,000,000.00.

C. Business Automobile Liability Insurance:

The Vendor shall maintain business automobile liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

The Vendor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Vendor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Vendor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Vendor shall furnish copies of insurance policies if requested by the State.

7. While performing services hereunder, the Vendor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

8. Vendor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Vendor or the State to liability. Vendor shall report any such event to the State immediately upon discovery.

Vendor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Vendor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Vendor to report any event to law enforcement or other entities under the requirements of any applicable law.

9. The term of this Agreement is seven (7) years subject to the remaining terms of this Section 9 (the "Term"). This Agreement may be terminated for convenience by either party hereto upon thirty (30) days written notice. In the event the Vendor breaches any of the terms or conditions hereof, this Agreement may be terminated

by the State provided that prior to any such termination or claim for damages being made, the State must provide Vendor reasonable notice with sufficient detail of any such alleged breach so as to afford Vendor a reasonable opportunity to cure the alleged breach. If termination for such a default is effected by the State, any payments due to Vendor at the time of termination may be adjusted to cover any additional costs to the State because of Vendor's default. Upon termination, the State may take over the work and may award another party an agreement to complete the work under this Agreement. In the event of termination, by either party the State will be refunded the pro rata portion of the Software Licensing fee, as set forth in Exhibit B, which has been paid in advance by the State, subject to the following conditions:

(i) In the case of a termination for breach, the State must provide to Vendor at least ninety (90) days prior written notice and opportunity to cure for the pro rata refund to apply;

(ii) In the case of termination for convenience by the State, the pro rata refund will apply only for terminations at least one (1) year after the Go Live date set forth in the Statement of Work; and

(iii) in the case of both (i) and (ii) above, Vendor shall be entitled to deduct any reasonable costs resulting from the termination such as continued contractual commitments to third parties related to this Agreement and related transition costs; and

(iv) in the case of termination for convenience by the Vendor, the State will be refunded the full pro rata portion of the Software Licensing fee, which has been paid in advance by the State.

The pro rata portion of the Software Licensing Fee will be calculated on a daily basis from the date written notice of termination was received by the non-terminating party.

Upon notice of termination, by either party, the State will be provided by the Vendor all current State or End User proprietary information, State or End User data in a non-proprietary form. Upon the effective date of the termination of the Agreement the State will again be provided by the Vendor with all current State proprietary information, State data and End User data in a non-proprietary form.

In the event that the Vendor fails to complete the project or any phase thereof within the time specified in the Work Plan, attached as Exhibit A, or within such additional time as may be granted in writing by the State, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Work Plan or any extensions thereof, the State shall be authorized to terminate the Agreement for default and suspend the payments scheduled as set forth elsewhere in this Agreement.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the South Dakota State Legislature ("Legislature") for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

11. This Agreement may not be assigned without the express prior written consent of the State. Notwithstanding the foregoing, Vendor may transfer or assign this Agreement to an entity that is an affiliate of Vendor or, in the event of a sale of all or substantially all of its assets or equity, each without the consent of the State. This Agreement shall extend to and be binding upon any successors and permitted assigns of the Vendor. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

13. The Vendor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

14. The Vendor may not use subcontractors to perform the services described herein without the express prior written consent of the State. Exclusive of its contract with Microsoft Azure, the Vendor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Vendor will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

The State, at its option, may require the vetting of any subcontractors and or agents. The Vendor is required to assist in this process as needed. The State reserves the right to reject any person from the project who the State believes would be detrimental to the project or is considered by the State to be a security risk.

The State will provide the Vendor with notice of its determination, and the reasons it requires the removal. If the State signifies that a potential security violation exists with respect to the request, the Vendor shall immediately remove the individual from the project.

15. The Vendor certifies that neither Vendor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Vendor further agrees that it will immediately notify the State if during the term of this Agreement Vendor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

16. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the 24/7 Program Coordinator on behalf of the State, and by and to Brett Wilday on behalf of the Vendor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail and deemed delivered upon receipt, or, if personally delivered, when received by such party.

17. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

18. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

19. This Agreement is intended only to govern the rights and interests of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

20. The State of South Dakota requires all employee(s) of the Vendor, subcontractor(s) and or agent(s) who write or modify State of South Dakota-owned software, alter hardware, configure software of state-owned technology resources, have access to source code and/or protected-personally identifiable information or have access to secure areas to have finger-print based background checks. These background checks must be performed by the State with support from the State's law enforcement resources. The State will supply the finger print cards and the procedure that is to be used to process the finger print cards. If

work assignments change after the initiation of the project covered by this Agreement so that employee(s) of the Vendor, subcontractor(s) and or agent(s) will be writing or modifying State of South Dakota-owned software, altering hardware, configuring software of state-owned technology resources, have access to source code and/or protected-personally identifiable information or have access to secure areas then finger-print based background checks must be performed on any employees who will complete any of the referenced tasks. The State reserves the right to require the Vendor to prohibit any employee, subcontractor or agent from performing work under this Agreement that the State, in its sole discretion, believes is detrimental to the project or is considered by the State to be a security risk, based on the results of the background check. The State will provide the Vendor with notice of its determination.

21. The confidentiality provision (attached hereto as Exhibit D), liability and indemnification provisions of this Agreement are intended to survive termination of this Agreement.

22. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, earthquake or any act of God, or other causes beyond the party's reasonable control. Provided, however, that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible to explain the length and cause of the delay in performance.

23. Vendor warrants that it has provided to the State and incorporated into this Agreement all license agreements, End User License Agreements, and terms of use regarding its software or any software incorporated into its software before execution of this Agreement, including the access rights to the 24/7 Software specified in Exhibit E. The parties agree that neither the State nor End Users shall be bound by the terms of any such agreements not timely provided pursuant to this paragraph and incorporated into this Agreement. This paragraph shall control and supersede the language of any such agreements to the contrary.

24. Pursuant to South Dakota Codified Law 1-33-44, the Bureau of Information and Telecommunications ("BIT") oversees the acquisition of office systems technology, software and services; telecommunication equipment, software and services; and data processing equipment, software, and services for departments, agencies, commissions, institutions and other units of state government. BIT requires the contract provisions which are attached to this Agreement as Exhibit C – Appendix and incorporated into this Agreement by reference. It is understood and agreed to by all parties that BIT, as the State's technology governing organization, has reviewed only Exhibit C – Appendix of this Agreement.

In Witness Whereof, the parties signify their agreement effective the date below first written by the signatures affixed below. By signing this Agreement, the Bureau of Information and Telecommunications (BIT) is representing that as the State's technology governing organization it has reviewed only the technical provisions of this Agreement.

State

(Signature)

BY: Marty Jackley

(Name)

Attorney General

(Title)

South Dakota Office of the Attorney General

(State Agency)

(Date)

Vendor

Lou Sugo

(Signature)

BY: Lou Sugo

(Name)

V.P. Sales and Marketing

(Title)

Alcohol Monitoring Systems, Inc.

(Vendor)

6/7/17

(Date)

BY:

(David Zolnowsky)

Bureau of Information and Telecommunications

(Commissioner)

06/14/2017

(Date)

-Name and phone number of contact person in State Agency who can provide additional information regarding this contract, please contact Kay McLain at 605-773-3215.
-This contract will be paid out of the following funds: 24/7

EXHIBIT A

WORK PLAN

Statement of Work for Implementing

24/7 Sobriety Software

This Statement of Work ("SOW") is by and between Alcohol Monitoring Systems, Inc. ("Vendor") and The State of South Dakota Attorney General ("State"). This SOW is incorporated by reference into the State of South Dakota Consulting Contract, to which it is attached ("Agreement"). Each capitalized term herein shall have the meaning assigned to it in the Agreement.

A. Project Scope:

The Project Scope is to implement the 24/7 Sobriety Software at the State. The software will be implemented using the Vendors' Implementation Methodology described in this SOW. This methodology is based on using a Train-the-Trainer approach, allowing the Vendor to focus billable implementation resources on the designated State and IT staff who will be responsible for system configuration, administration, user training and support. The Vendor and the State will bring the State staff live on 24/7 Sobriety Software.

As part of the 24/7 Sobriety Software Implementation, the Vendor will create a data conversion program to enable State to convert existing Client User data into the application.

B. Project Overview:

The 24/7 Sobriety Software implementation for the State has multiple phases. Each phase is comprised of specific tasks and milestones. Since there are critical dependencies within these phases, they must be executed in a sequential manner. Although some of the tasks in these phases will be executed concurrently with other tasks, any delay in completing specific phases will extend the length of the project. Listed below are the phases.

I. Assessment

- Project Kick Off
- Implementation Planning and System Assessment

II. Assembly

- Data Conversion
- System Assembly, Configuration and Training

III. Transition

- User Testing
- System Testing

IV. Production

- Support after Go Live and Project Closure
- Audit

SD 24/7 Sobriety Software Major Project Phases	Schedule	Tentative Milestone /Review
Phase 1: Assessment Phase (Project initiation, Implementation Planning & System Assessment)	**60 Days** **June-August 2017**	**August 2017 (31st)**
Phase 2: Assembly (Data Conversion / System Configuration)	**40 Days** **July-August 2017**	**August 2017 (15th)**
Phase 3: Transition (User & System Testing)	**4 Weeks** **September**	**September** **Week 1: AG testing, Training for all sites in Pierre Sept 7 and in Sioux Falls Sept 8** **Week 2: Two Select Pilot Counties (Minnehaha and Lincoln)** **Week 3-4: AG One Additional Select Pilot County**

		(Pennington)
Phase 4: Production (Rollout)	**October - Beyond**	**October 2017** **Oct 1: Go Live Statewide** **Ongoing – Support Statewide**

These Phases are listed in further detail in the MS Project File "South Dakota Implementation Plan MPP".

The Project Managers for this Project are:

For Vendor: Brett Wilday

For State: 24/7 Program Coordinator

Phase One - Assessment

The Vendor will schedule a Kick-off and Discovery Session (either in person or via web or teleconference) to introduce the Project team and provide an overview of the Project. During the Kick-off Session, Vendor will provide an Implementation project plan to State to manage progress.

Tasks

- Vendor will conduct the Project Kick-off and Discovery Session with State Project team
- Pilot Group will include Minnehaha, Lincoln and Pennington Counties

Milestone

- Project Kick-Off and Discovery Session is completed

Tasks

- Vendor will provide the appropriate staff to conduct the Implementation Planning Meeting
- State will identify the appropriate State and IT staff to attend the meeting

- State will provide the appropriate meeting facilities and host the meeting

Milestone

- Implementation Planning Meeting is held

Phase Two – Assembly

A data conversion workshop will be conducted for IT personnel who will be involved in the development of the conversion software for State and Third Party Components (as first defined in Section 3 below) (collectively the "Conversion Software"). The Conversion Software will be developed by the Vendor personnel and then validated through testing by Vendor with the assistance of the State. State will procure any necessary rights to access third party databases and software that are required in order for the Vendor to assist in this process.

While the Conversion Software is being developed, the Vendor and State will review the user options available in the 24/7 Sobriety Software and determine how they may be configured for use by the State and End Users. The Vendor will provide a 24/7 application test environment to prototype and test configuration options based on user requirements and the existing options available in the application.

During this Phase, State selected staff will be trained on the 24/7 Sobriety Software to enable testing. Additional on-site training will be conducted during this Phase for State staff responsible for providing system and IT administrative support.

Tasks

- Set up of Development Environment for conversion workshop and development of the Conversion Software
    - State will provide the required hardware/software test environment to facilitate the conversion workshop and support the development of the Conversion Software.
- Vendor will develop the necessary Conversion Software for its State and/or Third party Components.
- Data Validation
    - Vendor will test the Conversion Software with the 24/7 Sobriety Software and any State and Third Party Components and the State will review and approve the test results.
    - Vendor will work with State to resolve any formatting, data integrity or other issues discovered as part of the data conversion validation process.
- 24/7 Program Coordinator on-site review:
    - Coordinator will travel to Vendor offices located in Littleton, Colorado for review of the system
    - Coordinator will have 2 days to travel to and from Littleton, Colorado and 2 days on site
    - Vendor will reimburse the 24/7 Program Coordinator for all expenses for travel, lodging, and meals for which Vendor is provided receipts (receipts required for expenses over $25).
- State will be responsible to work with the Vendor implementation staff to:

- Review user options available in the 24/7 Sobriety Software.
- Configure pilot in a test environment based on user requirements.
- Confirm users who will participate in the initial testing and go-live of 24/7 Sobriety Software and identify applicable user security roles.
- Coordinate decisions so that user interests are represented.

Milestones

- Vendor and State complete the data conversion workshop.
- Vendor develops the necessary Conversion Software.
- Vendor and State address any issues with Conversion Software.
- The test environment configuration is completed with pilot data and ready for user Testing.

Phase Three - Transition

The objective of this phase is to finalize the 24/7 Sobriety Software for use by the users. The State staff and the Vendor will review the user setup. During these phases, the Vendor will conduct Train-the-Trainer Training for the designated State staff.

Tasks

- State and Vendor will review and validate the pilot group final configuration.
- Vendor will conduct a Train-the-Trainer class.
- Tentative plan for initial pilot training is to conduct 1 day course (with optional web meeting) in Sioux Falls on Sept 8, 2017
- Vendor will conduct general availability rollout training for state wide rollout in Pierre on Sept 7, 2017
- Vendor and State will schedule final user training and Go Live in production environment.

Milestones

- Software is ready for final user training by State and transfer of software and converted data into a production environment.

State will provide individual training and support to the remaining users using the production environment. Once the training is completed, the users are ready for Go Live on the 24/7 Sobriety Software.

Tasks

- Vendor will transition the 24/7 Sobriety Software into a production environment.
- Week 1 State Internal Testing will be conducted.
- Week 2 Pilot Counties Minnehaha and Lincoln will conduct external Testing.
- Week 3-4 Additional Pilot County Pennington will conduct external Testing.
- State will provide any additional needed training for remaining users and assistance with Go Live.

Milestones

- State and Pilot county users are using the 24/7 Sobriety Software in a production environment

Phase Four – Support After Go Live; Project Closure

During this final phase, the Vendor or State will provide on-site support for the users during their initial use of the 24/7 Sobriety Software. If requested, the Vendor can provide additional post-live remote support on a time and materials basis. During this phase, the Vendor will also conduct a transition meeting to review and answer any questions regarding the Vendors' support level procedures and escalation processes.

Tasks

- Expand program statewide.
- Vendor or State will provide on-site support for the remaining users as they Go Live on the 24/7 Sobriety Software.
- Vendor will a conduct transition meeting with select State personnel.

Milestones

- State and Vendor have completed Go Live in the production environment.

C. Post Production:

- The Vendor will work with the State post-production to ensure define a standard bug reporting or feature enhancement request process.
- State will be first line support for local participating agencies. If State is not able to solve the issue or is not available, the local participating agencies have the option to contact Vendor directly through their phone support at 303-785-7879 or email at support@scramstystem.com.

D. Other Terms:

- State Responsibility:
  - State must provide a designated off-hours employee or representative to help resolve issues which might occur in overnight processing.
  - **State's Performance.** In addition to the responsibilities identified above, the State will:
    - As noted on page one, designate and provide one State employee or representative as a primary point of contact who will be responsible for project management and one IT support resource for responding to Vendor's questions and issues relating to the Project. The State 's IT resource skills set should include the following:
      - Network administrator: responsible for managing user accounts and access to system
      - Database administrator: responsible for providing access to database resources which will be required by the software.
    - Make available State administration staff to provide input user requirements.

- Provide sufficient, qualified, and knowledgeable personnel capable of making timely decisions necessary to move the Project forward to completion.
- Identify the appropriate State staff that will be trained on the 24/7 Sobriety Software to provide user training and support.
- State will make available to Vendor on site personnel work space and access to office services and relevant technical data, computer systems, programs, files, documentation, test data, sample output, or other information and resources reasonably required by Vendor for the Project. For all remote or on site services, State will provide Vendor with an appropriate user login and password with sufficient administration access rights to perform the services described in this SOW, including providing Vendor any necessary access to (or procure any necessary rights on Vendor's behalf) all software and/or databases necessary to enable the configuration of the 24/7 Sobriety Software.
- State will validate system to ensure that the 24/7 Sobriety Software meets the required functionality as specified in AMS 24/7 Sobriety Features (spreadsheet attached).
- Vendor is not responsible for delays or any other issues that arise due to State's failure to provide access to the required personnel, third party software, database(s), hardware or network infrastructure and connectivity as required under this SOW or the Project plan.

- Vendor Responsibility:
  - Vendor will provide weekly status/ progress reports that reflect the current status of each active project task, projection of work to be performed the next week, alerts of potential problems and schedule delays and risk mitigation plans.
  - Vendor will create web based project clearinghouse, open to both Vendor and State team members
  - Following the official project kickoff meeting, the Vendor Project Manager shall maintain, throughout the project's life cycle, a copy of relevant project communications and correspondence to include project related emails, project progress reports, project schedules, dates of key milestones, meeting minutes, documentation required, etc.
  - Project Status Conference Calls will be monthly during Assessment and Bi-weekly in Transition and Deployment phases.
  - Communication tools for this project include, but are not limited to the following:
    - Phone for high priority matters and issues requiring extended discussion and clarification of specifications, and monthly review of progress reports.
    - Email for standard communication of project updates, action items, general questions, and confirmation of project scheduling.
    - GoToMeeting will be the conference call tool for virtual discussion like large teams meetings and presentation of materials that require group stakeholder discussions,

accountabilities and deliverables, demonstration of feature set or application, or live presentation of a project documents.
    - Face-to-face communication is preferred for major activities, phase gate reviews, or issues that arise, project milestones, demonstration of an application.
- The Vendor Project Manager will update and share a Known Issues List with the South Dakota AG Project Manager and all other required staff. This Known Issues List will include the following fields: Issue ID, Issue Desc, Dependency, Fix or Mitigation Strategy, Owner and Due Date. If onsite status meetings are required to discuss and address risks, Vendor Project Manager will schedule accordingly. All risks will be discussed and updated during the status call between the Vendor Project Manager and South Dakota AG Project Manager.
- After system acceptance, the Vendor Support Team becomes the point of contact for questions and production support. The Vendor project implementation team will also continue to be available throughout the transition and work as second tier support.
- All software deliverables on this project will undergo standard internal testing to include extensive functional, integration, security, and performance testing prior to release to the State. In addition, Vendor project team will work with the State's assigned project team to develop use case and system testing requirements as necessary.
- The Vendor shall develop design documents to include the technical architecture and system design of the application. This documentation shall contain the architectural diagrams as well as system configuration and any custom development to the application. The documentation shall be detailed enough for reviewers to understand the function and appearance of all screens Vendor will develop and deliver design architecture documents to the State that will illustrate software architecture components, user screens, and system configuration recommendations or minimum requirements.
- Vendor retains all right, title and interest in any deliverables provided as a part of the implementation services, except for any State or Third Party Components incorporated in the deliverable (collectively "State Property"). To the extent that the State acquires any rights in a deliverable exclusive of State Property, the State hereby assigns those rights to Vendor. Notwithstanding the foregoing, Vendor grants the State a nonexclusive limited license to use the deliverables provided by Vendor under this Statement of Work in conjunction with the Software (as defined in Exhibit E).

Scope Change:

The scope or specifications of the Project may be changed by mutual agreement. If such modifications would add to Vendor's obligations under this SOW, or extend the time needed and/or increase the cost to complete the Project, the parties will mutually sign an amendment to this SOW modifying the scope of the Project accordingly in accordance with the terms of the Agreement.

THIS SOW, INCLUDING THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SOW AND WHICH SUPERSEDES ALL PRIOR PROPOSALS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO SUCH SUBJECT MATTER. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the terms and conditions of this SOW and those contained within the Agreement, the terms and conditions of this SOW shall prevail. All other terms and conditions remain unchanged and are ratified hereby. By execution, both signers certify that each is authorized to execute the SOW on behalf of their respective companies.

AMS 24/7 Sobriety Features

The Software will retain all of the current functions of the existing 24/7 software, and will be able to perform the listed additional functions:

South Dakota 24/7 Sobriety Program Webpage & Data Collection RFP Requirements and Requests. **As used in this SOW the term "Participants" has the same meaning as the defined term "Client(s)".**			
Will be available at Go Live 2017			
Will be available by June 30, 2018			
Will not be available			
Ref #	**Description/Function**	**Revise**	**Name**
1.0	**Sign In**		
1.1	Username - First name initial, full last name		
1.2	Password - Set by User. Capable of being reset by Admin.		
1.3	New User Link - Used by a new user to set unique password		
1.4	List Admin contact for assistance including phone number and email link.		
1.5	OPTIONAL SIGNON CHANGE: single sign on authentication through RISS.NET using federated services.		
2.0	**Main Page** **(Rename: Home Page)** **- Site Administration**	X	
2.1	**No Show List -** Used to track Participants who haven't performed their scheduled testing		
2.1.1	Quick Link - No shows for AM and PM with link to alphabetized list		
2.1.2	Name (link to account), Test type, Balance, Link to apply No Show, Link to apply excused absence including reason.		
2.2	**Add Existing Participant** - Used when a Participant is enrolled at a testing site but needs to test at one or more other sites.		
2.2.1	Adding the Participant's account number adds the Participant to the new testing site.		
2.3	**State Account Disbursement** **(Rename: Agency State Participation Fee Payments)** - Participation Fees paid to AG for PBT.	X	

2.3.1	Add a Disbursement - Completed when payment made to AG (Amount, date and comments)		
2.3.2	From/To - Defaults to last 3 months. Capable of searching any duration or specific timeframe.		
2.3.3	List includes date, State fees owed that date by Participants, unpaid fees for that date, collected fees for the date, disbursements to AG and balance		
2.3.4	View Link - Goes to page that lists all the Participants owing State fee for that date, amount and paid/unpaid.		
2.3.5	Total State Fees -Total unpaid = Collected State Fees - Total Disbursements = Balance Change + Balance Forward = New Balance for period selected		
2.4	**SCRAM Payments to Disburse** **(Rename: SCRAM Payments Due to AG)** - SCRAM payments collected by testing site current balance.	X	
2.4.1	Add a Disbursement - Lists the amount of SCRAM fees owed to AG. Add Disbursement link sends it to Admin page and SCRAM Disbursement (History)		
2.4.2	Update - Changes the ending date of SCRAM payments received.		
2.4.3	List includes name link to Participants page, date payment received, amount and receipt number.		
2.5	**SCRAM Disbursements** - History of SCRAM payments.		
2.5.1	From/To - Defaults to last year. Capable of searching any duration or specific timeframe.		
2.5.2	Status - Received = Received by AG, Unreceived = Submitted but not received by AG and Undisbursed = Not paid yet.		
2.5.3	View Link - Goes to the details for the listed status.		
2.6	**Change Password** - Ability for individual user to change their password.		
2.7	**Manage User** - Ability for individual user to remove another agency User.		
	Reports		
2.8	**Account Activity** - Displays testing site activity for a specific date.		
2.8.1	Date - Can be manually changed.		
2.8.2	Shift - Selection of AM or PM		
2.8.3	Type - Payments, refunds, balance adjustments and test types		
2.8.4	Details - Used to customize the report.		

2.9	Participants - Detailed information regarding all the Participants who have been enrolled/tested at the testing site		
2.9.1	Agency - Search by the entity that placed the individual on the program.		
2.9.2	Court Reason - Search by the reason placed on the program **(Descriptions need clarification)**	X	
2.9.3	Judge - Search by a specific Judge		
2.9.4	Offense - Search by a specific offense		
2.9.5	Status - Search by Participant status		
2.9.6	Test Type - Search by specific test type.		
2.9.7	Fees - Search by waived fees		
2.9.8	Group By - Group by any of the above searches.		
2.9.9	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.10	**Repeat Participants** - Lists Participants who have been enrolled more than once.		
2.11	**SCRAM Days** - Lists SCRAM Participants total days on SCRAM during a specific timeframe.		
2.11.1	From/To - Defaults to the previous month. Capable of searching any duration or specific timeframe.		
2.11.2	List includes name link to Participants page, SCRAM site and total days.		
2.12	**SCRAM Participants** - Lists SCRAM details for each SCRAM Participant		
2.12.1	Lists SCRAM Site, name with link, date started/finished and financial information ref payments.		
2.13	**Summary** - Overview of activity including tests, financial and court reason		
2.13.1	From/To - Defaults to the last month. Capable of searching any duration or specific timeframe.		
2.13.2	Show - Switch between Days and Shifts		
2.13.3	Test Type - Search by specific test type.		
2.13.4	Agency - Search by the entity that placed the individual on the program.		
2.13.5	Court Reason - Search by the reason placed on the program (Descriptions need clarification)		
2.13.6	Date Link - Goes to Account Activity for the specific date.		
2.13.7	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.14	**Officer Test Counts** - Lists PBT and UA tests per testing officer		

2.14.1	From/To - Defaults to the previous month. Capable of searching any		
	duration or specific timeframe.		
2.14.2	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.15	**Unpaid Fees** - Lists unpaid fees for the testing site for Active and Inactive Participants (SCRAM fees are only activation/deactivation fees - not daily fees)		
2.15.1	Agency - Search by the entity that placed the individual on the program.		
2.15.2	Court Reason - Search by the reason placed on the program (Descriptions need clarification)		
2.15.3	Judge - Search by a specific Judge		
2.15.4	Offense - Search by a specific offense		
2.15.5	Test Type - Search by specific test type.		
2.15.6	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.16	**Unpaid SCRAM Fees** - Lists unpaid SCRAM daily fees for Active and Inactive Participants		
2.16.1	Agency - Search by the entity that placed the individual on the program.		
2.16.2	Court Reason - Search by the reason placed on the program (Descriptions need clarification)		
2.16.3	Judge - Search by a specific Judge		
2.16.4	Offense - Search by a specific offense		
2.16.5	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.17	**Temporary Removals** - Lists Participants with a Temporary Removal status		
2.17.1	List includes name link to Participants page.		
2.17.2	Return Date - Anticipated date with status will change to Active		
2.17.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.18	**Cash Report** - Daily Cash Report for the testing site by personnel		
2.18.1	Date - Search by date.		
2.18.2	Shift - Selection of All, AM or PM		
2.18.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.19	**Useful Links** - Links to webpages, emails or documents associated with the Program		

2.20	**Search for Participants** - Search by Last, First or both names		
2.21	**Open Receipt** - Supposed to be able to search for a receipt. Often doesn't work, especially for voided receipt. **(Change to Search for Receipt)**	X	
2.22	**Current Participants** - List of Active Participants **(Change title to Active Participants)**	X	
2.22.1	List includes name link to Participants page.		
2.22.2	Date of Birth		
2.22.3	Date and time of last test		
2.22.4	Test Type - Currently lists first test for Participant **(Change to reflect the current test type)**	X	
2.23	**Removed Participants** - Participants who have been temporarily removed		
2.23.1	Same information as Current Participants (2.22.1 thru 2.22.4)		
2.24	**Participants expected to complete the program in 30 days**		
2.24.1	List includes name link to Participants page.		
2.24.2	Scheduled end date - Anticipated last test date		
2.25	**Participants who should have completed the program -** Same information as 2.24 (2.24.1-2.24.2)		
	Header Links		
2.26	**Search for Participants** - Search by Last, First or both names		
2.27	**No Shows** - Same as No Show List (2.1-2.1.2)		
2.28	**New Participant** - Enrollment page for new Participant		
2.28.1	First Name, Middle Name, Last Name, Jr/Sr, Gender (dropdown box), DOB **(insert selection box)**, County (dropdown box)	X	
2.28.2	Driver's License Information - Number (required unless suspended or revoked), Work Permit Number, check box for Suspended/Revoked		
2.28.3	Primary Address - Required		
2.28.4	Secondary Address - Currently optional		
2.28.5	Contact Info - Phone (Home, Work and Cell), Email Address		
2.28.6	24/7 Program Information		
2.28.7	Type **(Change to Agency)** - Select the entity that placed the individual on the program.	X	
2.28.8	Judge - Select the Judge responsible for placing Participant on the program		

2.28.9	Court Reason - Select the reason placed on the program (Descriptions need clarification)		
2.28.10	Consent Form - **Change to Consent Form Signed: Yes/No dropdown box.** Required.	X	
2.28.11	Start Date - First date of testing. Required		
2.28.12	Scheduled end date - Anticipated last test date		
2.28.13	Offense - Select a specific offense from dropdown box		
2.28.14	Other Offense		
2.28.15	Comment Box - Used for general comments		
2.28.16	Alert Box - Used for important alerts (i.e. Warrant on File). Flashes red at top of Participant's page.		
2.28.17	Employment Information - Employer, address, phone and Supervisor **(add email address box)**	x	
2.29	**Help** - General guide to webpage with links to specific areas. **Expand to a full User's Guide with Frequently Asked Questions/Answers**	X	
2.30	**Logout** - Sign off		
3.0	**Participant's Home Page**		
3.1	**Edit** - Link to Participant's Enrollment Page		
3.2	**Change Status** - Change status to Removed or Completed		
3.3	**Information from Enrollment Page**		
3.4	**State Account** - State Participation Fee Balance **(Change title to State Participation Fee)**	X	
3.4.1	Add a Payment		
3.4.2	Refund Money		
3.4.3	Adjust Balance		
3.4.4	Payment/Refund Info - Date, Description (including link to receipt),		
	Financial info, Recorded By and check box to remove payment/refund due to error		
3.5	**PBT Balance** - View Account - Local financial information. Same info as 3.4.4		
3.6	**U/A Balance** - View Account - Local financial information. Same info as 3.4.4		
3.7	**Drug Patch Balance** - View Account - Local financial information. Same info as 3.4.4		
3.8	**Interlock Balance** - View Account - Local financial information. Same info as 3.4.4		

3.9	**SCRAM Balances** - Local Activation/Deactivation Fees - View Account - Local financial information. Same info as 3.4.4		
3.9.1	SCRAM Activation/Deactivation Fees that stay with Testing Site. **(Change Title to SCRAM Activation/Deactivation)**	X	
3.9.2	SCRAM Daily Fees - Forwarded to AG's Office. **(Change Title to SCRAM Daily Fees)**	X	
3.9.21	Amount to Disburse - $1.00 disbursement back to testing agency for positive balance		
3.9.22	Disbursed - Yes/No		
3.9.23	SCRAM Site - Testing site responsible for SCRAM. Receives disbursement.		
3.10	**Tests** - Lists and manages the testing methods		
3.11	**2xPBT** - Edit link goes to page to waive fees. Remove link removes the test type.		
3.12	**Drug Patch** - Local Activation/Deactivation Fees - View Account - Local financial information. Same info as 3.4.4		
3.13	**Interlock** - Edit link goes to Inspection schedule. Remove link removes the test type.		
3.14	**SCRAM** - Remove link stops daily fees and posts the deactivation fee.		
3.15	**U/A** - Edit link goes to scheduling page to include waiving fees option.		
3.16	**Add Test Type** - Link goes to dropdown box of test types. Adding SCRAM automatically starts daily fees and posts activation fee.		
3.17	**Alert Box** - Used for important alerts (i.e. Warrant on File). Flashes red at top of Participant's page.		
3.18	**Comment Box** - Used for general comments		
3.19	**Option for adding photo**		
3.20	**Option for editing, removing or adding additional Interested Parties**		V2
3.21	**Documents** - Link to add documents (i.e. Court Orders, Participation Agreements, etc.)		V2
3.22	**Test Log** - PBT, UA and Interlock Pass/Fail log		
3.23	**Link to Drug Patch Management page.**		
3.23.1	Drug Patch Management page.		
	Recommended Changes from Testing Sites	**Testing Site**	
4.1	Participant List should include Name, DOB and OLN - Used to run Warrant Checks	Minnehaha	

4.2	Add a printable violation report	Minnehaha	
4.3	Add Warrant Affidavit form	Minnehaha	V2
4.4	No Show List - Ability to sort/view by Test Type	Minnehaha	
4.5	Ability to print multiple receipts for one payment (i.e. $50 payment - print 5 $10.00 receipts). Used as UA tickets.	Minnehaha	
4.6	Add payments directly from the Participant's Home Page	Minnehaha	V2
4.7	Larger button to log test	Minnehaha	V2
4.8	Fingerprint identification	Minnehaha	V2
4.9	Better management of comments on Participants Home Page. Only show recent notes. Archive previous notes.	Minnehaha	
4.10	Ability to run missed tests by date	Minnehaha	
4.11	Report for SCRAM Daily Fees by date/shift. Same for Activation/Deactivation fees	Minnehaha	
4.12	Remove Tester's last name from receipt. Create ID # for tester.	Minnehaha	
4.13	U/A and Drug Patch Reports that lists substance	Minnehaha	
4.14	Include SCRAM payments/refunds in Cash Report for each shift	Minnehaha	
4.15	Give Tester's ability to reactivate all Participants.	Minnehaha	
4.16	Phone number fields automatically populate correctly (555) 555-5555	Minnehaha	
4.17	Add Court File Number	Butte	
4.18	Participant's Name in red bold if they have a negative balance in any account. This would apply to Home Page and any Lists run including them.	Pennington	
4.19	Automatically add notice in Alert box for any negative balance.	Pennington	
4.20	Updated total of State Participation Fees paid/owed to complete the 30 days ($30.00)	Pennington	
4.21	U/As trackable by date in addition to days	Pennington	V2
4.22	Add Involuntary Commitment, Probation and Parole to Offense drop down list.	Lincoln	
4.23	Distribute information across page in a manner for easier reading	Pennington	
4.24	Tracking mechanism for failed tests for each Participant	Pennington	
4.25	Unique Participant ID number separate from the Account numbers. ID number would remain the same throughout 24/7 no matter how many accounts.		
4.26	Show balances on all receipts	Pennington	
4.27	Add Attorney General to Court Reason Dropdown	Pennington	
4.28	Use Military Time without semi-colon	Minnehaha	
4.29	Statistics - Average days on 24/7 Program		
4.30	Automatically change status to removed if no logged test in 7 days.		V2
4.31	Total days a Participant is on the program (all tests)		

4.32	Receipt should list the type of test.	Minnehaha	
4.33	Add ability for U/A test on a monthly basis	Pennington	
4.34	Temporary removal automatically posts to No Show List on date scheduled to return	Minnehaha	
4.35	Log Testing site and Tester on each test	Brookings	
4.36	Ensure fee for test is deducted before payment is logged - create an accurate receipt	Minnehaha	
4.37	Ability for testing sites to view all receipts including voided receipts		
4.38	All data from current website transferred to new website		
4.39	Only enrolling site can change the status of a Participant	Brookings	
4.40	Add new test type for Mobile Breath Alcohol Testing Device. Should be set up similar to SCRAM		
5.0	**Administrative Page**		
5.1	**Combine Participants Link** - Combines accounts when a new account is made in error. **(Change title to Combine Accounts)**		
5.1.1	Enter accounts number to keep and the one to remove.		
5.1.2	Combine Participants link moves data from the "Remove" account to the "Keep" account then deletes the "Remove" account		
5.2	**Manage Users Link** - Adds Users/Testers to the Program		
5.2.1	Search by Testing Site and User		
5.2.2	Dropdown box to select testing site		
5.2.3	Page displays Name, Username, Phone, Email		
5.2.4	Edit -Link take you to the User's information page		
5.2.5	New User Link - Used by admin to add a new User.		
5.2.6	New User enrollment page		
5.2.7	Site - Select Testing Site		
5.2.8	Username		
5.2.9	Type - Provides type of access (Normal, Supervisor, Admin) **(Add Read Only Access)**		
5.2.10	Name Info.		
5.2.11	Contact Info.		
5.3	**Manage Agency User Link** - Gives specific agencies access to entire state 24/7 data base.		
5.4	**Manage Judges Link** - List of Judges available for testing sites to select.		
5.4.1	Edit Link - Used to remove Judge from list or move to another court.		
5.4.2	New Judge Link - Used to add new Judge to the list		

5.4.3	New Judge Page - Enter Name and Circuit
5.5	**Manage Sites Link** - List of approved testing sites
5.5.1	Edit Link - Goes to site's information page
5.5.2	New Site Link - Used to add a new testing site.
5.5.3	New Site Info Page
5.6	**Manage Testing Fees Link** - Ability to change the testing fees for specific test types. Applied from change forward (no change to previous charges)
5.6.1	Test Type - Search by specific test type.
5.6.2	Enter new fees
5.7	**State Disbursements Link** - State Participation Disbursements from testing sites. **(Change to State Participation Fee Disbursements)**
5.7.1	From/To - Defaults to the last 3 months. Capable of searching any duration or specific timeframe.
5.7.2	Date, Site and Amount
5.7.3	Remove Link - Allows administrator to remove the payment from this page and the agency's State Account Disbursement page
5.7.4	Approve Link - Allows administrator to confirm payment when received.
5.7.5	Save to Spreadsheet Link - Save to Excel for searching and data formatting.
	SCRAM
5.8	**County to State SCRAM Disbursement** - Lists Unreceived and Undisbursed SCRAM payments.
5.8.1	Unreceived Disbursements - Payments submitted or mailed by agency
	but not yet received by AG
5.8.2	Site Name, Status, Date/time posted and Amount
5.8.3	View Link - Goes to page with specific details regarding that payment
5.8.4	Change Status Link - Changes payment to Received.
5.8.5	Undisbursed Payments - SCRAM payments collected at testing site but not forwarded to AG.
5.8.6	View Link - Goes to page with specific details regarding that payment
5.8.7	Received Payments - List of all SCRAM payments received by AG from testing sites.
5.8.8	From/To - Defaults to the last year. Capable of searching any duration or specific timeframe.
5.8.9	View Link - Goes to page with specific details regarding that payment

5.9	**State to County SCRAM Disbursements** - Used to determine Quarterly SCRAM Allocations returned to testing agency	
5.9.1	Agency Name Link - Goes to page with specific SCRAM disbursement details for that agency.	
5.9.2	Balance Due (Based on SCRAM payments received from testing site. $1.00 per day per active bracelet with a positive account balance.)	
5.9.3	Add a Disbursement - Completed by Administrator when disbursement is paid	
5.9.4	Add a Balance Adjustment - Completed by Administrator when necessary	
5.9.5	Daily activity including earned allocation and current balance. Also includes disbursements when paid.	
5.9.6	View Link - Goes to page with specific details for the allocation/disbursement for that date.	
5.10	**SCRAM Account Status Link** - Used by Administrator to monitor SCRAM balances and initiate action to collect delinquent accounts	
5.10.1	Site - Select Testing Site	
5.10.2	Balance - Search by All, Negative, Positive and Zero	
5.10.3	Search by Active/Inactive/All	
5.10.4	Delinquency - Search by Non-Delinquent, Delinquent, All	
5.10.5	Payment Plan - Search by Weekly, Bi-Weekly, Monthly	
5.10.6	Action Needed -Yes/No	
5.10.7	Name Link - Goes to page with specific details	
5.10.8	Change Status	
5.10.9	Change Payment Plan	
5.11	**SCRAM County Disbursement Start Dates Link** - SCRAM Quarterly Allocation starting dates for each agency. Agency Link - Goes to setting date page.	
5.11.1	Set starting date for agency. Current date automatically fills. Can be manually changed.	
5.12	**SCRAM Fee Gaps Link** - Used by Administrator to fill in system wide missing SCRAM Daily Fees (used when system offline at time of daily fee auto logging)	
5.12.1	Date Range - Used to search for missing SCRAM Daily Fees.	
	Reports	
5.13	**Participants Link** - Goes to page to search Participants	
5.13.1	Dropdown box to select Testing Site	
5.13.2	Dropdown box to select test type, Judge, Agency, Offense or Status	

5.13.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.	
5.14	**Daily Activity Link** - Goes to page with specific testing details by date and testing site.	
5.14.1	From/To - Defaults to the last month. Capable of searching any duration or specific timeframe.	
5.14.2	Dropdown box to select Testing Site	
5.14.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.	
5.15	**Fees Earned Link** - Local fees collected for the local agency 24/7 Program fund.	
5.15.1	From/To - Defaults to the last month. Capable of searching any duration or specific timeframe.	
5.15.2	List by Agency includes 1xPBt, 2xPBT, UA and Drug Patch **(Add Ignition Interlock and SCRAM Allocations)**	
5.15.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.	V2
5.16	**Duplicate Fees and Payments Link** - Goes to page that displays possible duplicate SCRAM Fees and Payments	
5.16.1	From/To - Defaults to the last day. Capable of searching any duration or specific timeframe.	
5.16.2	Possible Duplicate SCRAM Fees	
5.16.3	Possible Duplicate SCRAM Payments	
5.16.4	Name Link - Goes to Participants SCRAM pages (Activation/Deactivation and Daily Fees depending on location of possible duplication)	
5.17	State Fees Owed Link - Goes to page displaying State Participation Fees owed.	
5.18	**Test Stats Link** - Statistics for the 24/7 Program. Automatically loads from starting date of program to current date **(Eliminate automatic search)**	
5.18.1	From/To - Defaults to starting date of program to current date. Capable of searching any duration or specific timeframe. **(Change starting date)**	
5.18.2	Dropdown box to select All or specific testing site.	
5.18.3	PBT Stats - Includes 1xPBT and 2xPBT	
5.18.4	U/A Stats	
5.18.5	Drug Patch Stats	
5.18.6	Save to Spreadsheet Link - Save to Excel for searching and data formatting.	
5.19	**Action Log Link** - List of daily programming runs	
5.19.1	From/To - Defaults to the last month. Capable of searching any duration or specific timeframe.	

5.19.2	List of programming run details.		
5.20	**Records Pending Removal Link** - Administrator approves all removals from the program. Link goes to page with specific details of each removal.		
5.21	Switch to Site Link - Goes to selected testing site's main page as Administrator		
5.22	**Disaster Recover**		
5.22.1	A disaster recovery plan will need to be implemented if the solution is Vendor hosted.		
5.22.2	A disaster recovery should bring the system back up within 12 hours.		

EXHIBIT B
PAYMENT SCHEDULE

General Availability List Pricing

The List Price for the 24/7 Sobriety Software License Fee is $100.00 per month, per unique Full Access User and $60.00 per month, per unique Data Entry User. The minimum annual contract length is five years and the minimum annual contract amount is $15,000 in Software License Fees or the number of unique users above $15,000 in revenue per year; whichever is higher. Vendor will provide a 5% discount per year for commitments in excess of five years and a 5% discount for every prepaid year beyond the first year. The annual total amount of the Software License Fee will increase 2.5% year over year for the length of the Agreement.

South Dakota Attorney General's Office Beta Pricing

Pricing associated with this Agreement is specific to beta testing of a new technology not generally available in the market place and is only applicable to the South Dakota Attorney General's Office. The South Dakota Attorney General's Office pricing is discounted 22.89% for Full Access Users and 60.83% for Data Entry Users from the general availability List Price schedule as follows:

	Software License Fees						
	Full Access User				**Data Entry User**		
List Price per month[1]			**$100.00**			**$60.00**	
Discount for each year beyond five years	Year 6	5%	$5.00		5%	$3.00	
	Year 7	5%	$5.00		5%	$3.00	
Discount for each additional year prepaid	Year 2	5%	$5.00		5%	$3.00	
Beta Site Discount		7.89%	$7.90		45.83%	$27.50	
Subtotal		**22.89%**	**$77.10**		**60.83**	**$36.50**	
SDAG number of users			@10			@390	
SDAG price per month			$771.00			$14,235.00	$15,006.00
SDAG price per year			$9,252.00			$170,820.00	$180,072.00

The following table represents the contracted amount for each of the next seven years.

- **YEAR 1: Payment of the Software Licensing Fee for year one, in the amount of $180,000.00 will be made at the time the contract is signed.**

- **YEAR 2: Payment of the Software Licensing Fee for year two, in the amount of $180,000.00 will be made on the Go-Live date.**

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[1] Excluding Advanced Mobile Support

- **YEAR 3: If this Agreement is not terminated pursuant to its terms, payment for year three in the amount of $180,000.00 will be paid by the State by the start of the annual year (October 1).**
- **YEARS 4-7: Payment for years four, five, six and seven will likewise be made by the start of the annual year (October 1), in the amounts listed in the following table.**

	One Time	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Hardware								
Software License fee		$180,000.00	$180,000.00	$180,000.00	$184,500.00	$189,112.50	$193,840.31	$198,686.32
Maintenance								
License Fee								
Pilot Configuration and Implementation Support:	$16,000.00							
Travel	$2,005.00							
Data Conversion	$15,000.00							
Totals	**$33,005.00**	**$180,000.00**	**$180,000.00**	**$180,000.00**	**$184,500.00**	**$189,112.50**	**$193,840.31**	**$198,686.32**

Payment Terms and Conditions

- The Software License Fee amount listed above allows the State 10 Full Access Users; 390 Data Access Users; and unlimited Read-Only Users.
- Additional user licenses in excess of this amount may be purchased in blocks of 10 individual or combined users, as reference in the South Dakota User License section listed below. Additional user licenses will be invoiced on a monthly basis in accordance to the prices listed in the "South Dakota User Licenses" section below. The fee for any additional user licenses will then be included in the adjusted yearly payment at the start of the next annual year for licenses.
- Start of the annual year for licenses will begin October 1, 2017.
- Vendor will provide a monthly reconciliation and adjustment of the actual user count compared to prepaid user count (above established minimums).
- The Pilot Configuration, Implementation Support fees and travel expenses are based on 10 hours of consulting time weekly for 8 weeks with one trip included. This timeline is an estimate and will depend upon resources allocated by State. The fees and all references to the software

configuration and testing in the additional phases are related to the selected pilot group only.

TRAINING AND IMPLEMENTATION SERVICES*

Fees and expenses incurred for Implementation and Training Services, including Data Conversion, will be billed monthly at the hourly rates set forth below and in total amounts not to exceed without prior approval from the State as set forth below.

Name	Role	Total hours on Project	Total Hours on Site	Hourly Rate	Total
Training and Implementation	Training and Implementation Coordinator	80	TBD	$200.00	$16,000.00
Data Conversion	Data Conversion	75	TBD	$200.00	$15,000.00
				Total:	$31,000.00

Name	Method of Travel	Cost per trip	Number of trips	Total Cost
Training and Implementation	Air	$1,000	1	$1,600.00
	Rental Car	$600.00	1	
			Total:	$1,600.00

Name	Lodging Cost per night	Number of nights	Lodging Cost	Total Cost
Training and Implementation	$55	5	$275.00	
Training and Implementation	Per Diem	Number of Days	Per diem Cost	
	$26	$5	$130.00	
			Total	$405.00

				Overall Total	$33,005.00

South Dakota User Licenses

Software provided under this Agreement from Vendor will be licensed as a Software As A Service (SAAS) per user. Vendor will provide three types of User

Licenses: Full Access User; Data Access User; and Read-Only User. The User Level Descriptions are as follows:

User Level Descriptions:

- **Full Access User – $77.10/user/month for licenses in excess of 10**
  - User Security and administration
  - Policy Administration which will include definition of supervision models and incentives and sanctions
  - Full use of Power BI Analytical Reporting
  - Full use of client administration
  - Full use of billing and collection system
  - Data Entry capabilities for full monitoring technology components (SCRAM, Twice Daily, Drug Patch, Urine Analysis, Ignition Interlock, Remote Breath testing, etc.)

- **Data Access User - $36.50/user/month for licenses in excess of 390**
  - Full use of Client administration
  - Full use of billing and collection system
  - Data Entry capabilities for full monitoring technology components (SCRAM, Twice Daily, Drug Patch, Urine Analysis, Ignition Interlock, Remote Breath testing, etc.)

- **Read-Only User – No Charge**
  - Read-only access to Client administration
  - Read-only access to billing and collection system
  - Read-only access to full monitoring technology components (SCRAM, Twice Daily, Drug Patch, Urine Analysis, Ignition Interlock, Remote Breath testing, etc.)

EXHIBIT C

APPENDIX

1. The Vendor will perform those services described in the Work Plan, attached hereto as Exhibit A.

a. In the performance of these services and providing the deliverables under the Agreement, Vendor, and its employees shall exercise the degree of skill and care consistent with customarily accepted practices and procedures for the performance of the type of services required. The Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services and deliverables furnished by the Vendor and any subcontractors, if applicable, under this Agreement.

b. Vendor represents and warrants that:

i. It shall give high priority to the performance of the services; and

ii. The services shall be performed in a timely manner.

c. It shall be the duty of the Vendor to assure that its services and deliverables are technically sound and in conformance with all pertinent technical codes and standards.

d. The Vendor shall be responsible to the State for material deficiencies in the contracted deliverables and services which result from the failure to meet the standard given herein. Vendor shall promptly correct or revise any material errors or omissions in deliverables and re-perform any services which are not in compliance with such representations and warranties at no cost to the State, provided that Vendor's failure to comply is not related or attributable, in whole or in part, to the actions, errors or omissions of the State.

e. Permitted or required approval by the State of any services or deliverables furnished by the Vendor shall not in any way relieve the Vendor of its responsibility for the professional quality and technical accuracy and adequacy of its work. The State's review, approval, acceptance, or payment for any of the Vendor's services or deliverables herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and except as provided herein the Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the State caused by the Vendor's performance or failure to perform under this Agreement.

f. In the event of a breach of these representations and warranties, Vendor shall immediately, after telephonic notice from the State, begin work on curing such breaches. The rights and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement or by law.

2. In connection with the performance of this Agreement and the provision of services and deliverables under this Agreement, neither party will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Neither party will improperly use any trade secrets or confidential or proprietary information owned by any third party in performing this Agreement or the services related to this Agreement. Vendor's sole obligation regarding infringement is as specified in the Infringement Indemnification section of Exhibit E.

3. The Vendor represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or, to Vendor's knowledge, threatened suit by any such third party based on an alleged violation of such rights by Vendor. Vendor's sole obligation regarding any infringement of such rights is as specified in the Infringement Indemnification section of Exhibit E. The Vendor further represents and warrants that the person executing this Agreement for Vendor has actual authority to bind Vendor to each and every term, condition and obligation to this Agreement, and that all requirements of Vendor have been fulfilled to provide such actual authority.

4. Vendor further represents and warrants that:

a. Vendor is an organization duly organized, validly existing and in good standing under the laws of its state of organization and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

b. The execution, delivery and performance of this Agreement has been duly authorized by Vendor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Vendor to enter into this Agreement and perform its obligations under this Agreement;

c. Vendor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Vendor will conduct business in connection with this Agreement;

d. Vendor has obtained all licenses, certifications, permits, and authorizations necessary to provide the deliverables and perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Vendor's deliverables and performance of the services. Vendor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense; and

e. Vendor's methods of accounting are consistent with Generally Accepted Accounting Principles (GAAP) and are capable of segregating costs by stage, segment, or cost objective in order to support change order accounting.

5. INFORMATION TECHNOLOGY STANDARDS: Any software or hardware provided under this agreement will comply with state standards which can be found at http://bit.sd.gov/standards/ .

6. SECURE PRODUCT DEVELOPMENT: Consistent with the provisions of this Agreement, the Vendor, subcontractor and or agent shall use the highest applicable industry standards for sound secure software development practices to resolve critical security issues as quickly as possible. These standards include but are not limited to the South Dakota Application Security Vulnerabilities document found at http://cybersecurity.sd.gov/docs/development/DevelopmentSecurityItems.pdf. Items listed under Section A of the South Dakota Security Vulnerabilities document may not be present in the Software. Continued compliance to these standards is required as the standards will change over time. The "highest applicable industry standards" shall also be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances.

By signing this Agreement, the Vendor agrees to provide the following information to the State:

A. Name of the person responsible for certifying that all deliverables are secure.

B. Documentation detailing the Vendor's version upgrading process (for those applications where there is or will be a maintenance agreement).

C. Notification of application patches and updates (for those applications where there is/will be a maintenance agreement).

D. List of tools used in the Software development environment used to verify secure coding.

E. Based on a risk assessment, provide the State the secure configuration guidelines, specifications and requirements that describe security relevant configuration options and their implications for the overall security of the software. The guidelines, specifications and requirements must include descriptions of dependencies on the supporting platform, including operating system, web server, application server and how they should be configured for security. The default configuration of the Software shall be secure.

At the State's discretion the State will discuss the security controls used by the State with the Vendor upon the Vendor signing a Non-disclosure Agreement.

7. THREAT NOTIFICATION: Upon becoming aware of a possible security threat(s) or exploit(s) with the Vendor's product(s) and or service(s) being used by the State the Vendor will notify the State within two (2) business days of any such threat(s) or exploit(s) and, if the State requests, provide the State with information on the threat(s) or exploit(s).

8. SECURITY INCIDENT AND BREACH NOTIFICATION:

A. The Vendor, unless stipulated otherwise, shall notify the State Contact within 12 hours if the Vendor reasonably believes there has been a security incident.

If notification of a security incident or data breach to the State Contact is delayed because it may impede a criminal investigation or jeopardize homeland or federal security, notification must be given to the State within twelve (12) hours after law-enforcement provides permission for the release of information on the security incident or data breach.

B. Notification to the State should include at a minimum all data available including: (i) Name of and contact information for the Vendor's Point of Contact for the security incident or data breach: (ii) date and time of the security incident or data breach; (iii) date and time the security incident or data breach was discovered: (iv) description of the security incident or data breach including the data involved, being as specific as possible; (v) potential number of records known, and if unknown the range of records; (vi) address where the security incident or data breach occurred: and, (vii) the nature of the technologies involved. Notifications must be sent electronically and encrypted via NIST or other applicable federally approved encryption techniques. If there are none use AES-256 encryption with SHA-256 or SHA-2 hashing. Vendor shall use the term "data incident report" in the subject line of the email. If not all of the information is available for the notification within the specified time period Vendor shall provide the State with all of the available information.

9. HANDLING OF DATA BREACHES: If applicable, the Vendor will implement, maintain and update security incident and data breach procedures that comply with all State standards and Federal requirements. A data breach is the disclosure of, unauthorized access to, or use of, or modification of, or destruction of State data or the interference with system operations in an information system containing State data. The Vendor will also (i) fully investigate the incident, (ii) cooperate fully with the State's investigation of, analysis of, and response to the incident, (iii.) make a best effort to implement necessary remedial measures as soon as it is possible and (iv) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to implement changes in business practices in providing the services covered by this Agreement. The Vendor will use a credit

monitoring service, forensics company, advisors and public relations firm that are acceptable to the State, preserve all evidence including but not limited to communications, documents, and logs and the State will have the authority to set the scope of the investigation. In addition, the Vendor shall inform the State of actions being taken or will be taken to reduce the risk of further loss to the State.

Except as otherwise required by law, the Vendor shall only provide notice of the incident to the State. The State will determine whether notification to the affected parties will (i) jeopardize the State's interests and (ii) be more appropriate for the Vendor to make. The method and content of the notification of the affected parties must be coordinated with, and is subject to, approval by the State. If the Vendor is required by federal law or regulation to conduct a security incident or data breach investigation, the results of the investigation must be reported to the State. If the Vendor is required by federal law or regulation to notify the affected parties, the State must also be notified.

Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to the State under law or equity, the Vendor will reimburse the State in full for all costs incurred by the State in investigation and remediation of the data breach including, but not limited, to providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or contract. The Vendor shall also reimburse the State in full for all costs the State incurs in its offering of 3 years credit monitoring to each person whose data were compromised. The Vendor shall also pay any and all legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the data breach.

10. BROWSER: The system, site, and/or application must be compatible with supported versions of Edge, Chrome, Safari, Firefox and Internet Explorer browsers. QuickTime, PHP, Adobe ColdFusion, Adobe Flash and Adobe Animate CC will not be used in the system, site, and/or application.

11. THIRD PARTY HOSTING: If the Vendor has the State' User and End User's data hosted by another party the Vendor must provide the State the name of this party The Vendor must provide the State with contact information for this third party and the location of their data center(s). The Vendor must receive from the third party written assurances that the user's data will reside in the continental United States at all times and provide these written assurances to the State. If during the term of this Agreement the vendor changes from the Vendor hosting the data to a third-party hosting the data or changes third-party hosting provider, the Vendor will provide the State with one hundred and eighty (180) days' advance notice of this change and at that time provide the State with the information required above and receive state approval before migrating users data to new third party hosting provider. Microsoft Azure Gov Cloud is the Vendors planned hosting service for the 24X7 software. Microsoft Azure Gov Cloud service is

FedRAMP certified. Vendor plans to continue to use their existing 3 data centers for hosting SCRAMnet monitoring data. None of these sites are FedRAMP certified. However, they are all heavily security certified (NewCloud and Centurylink).

12. SOURCE CODE ESCROW:

A. Deposit in Escrow: "Source Code" means all source code of the Software, together with all commentary and other materials supporting, incorporated into or necessary for the use of such source code, including all supporting configuration, documentation, and other resource files and identification by Vendor and version number of any software (but not a license to such third-party software) used in connection with the source code and of any compiler, assembler, or utility used in generating object code.

Within ninety (90) days of the effective date, Vendor shall deposit the Source Code for the software with a nationally recognized software escrow company (subject to the approval of the State, not to be unreasonably withheld) (the "Escrow Agreement"). Within thirty (30) days after delivery to the State of any major update, Vendor shall deposit the Source Code for such update with the Escrow Agent pursuant to the Escrow Agreement. For all other updates, Vendor shall deposit the Source Code for such updates on a semiannual basis with the Escrow Agent pursuant to the Escrow Agreement.

The parties agree that the Escrow Agreement is an "agreement supplementary to" the Agreement as provided in Section 365(d) of Title 11, United States Code (the "Bankruptcy Code"). Immediately upon termination of this Agreement, the Source Code shall be released back to Vendor.

B. Conditions for release: The State will have the right to obtain the Source Code during the term of this Agreement in accordance with and subject to the terms and conditions of this Section and the Escrow Agreement provided that all of the following three conditions are met (collectively a "Release Event"):

1. Vendor winds down its business or liquidates its business under a Chapter 7 Bankruptcy proceeding; or discontinues maintenance and support to the Software. However, the foregoing conditions are not met if Vendor stops offering maintenance and support for specific older versions of the Licensed Software or for which the end of life for the 24/7 Software has been reached;

2. No entity has succeeded to Vendor's obligations to provide maintenance and support on the Software in accordance with the Agreement in effect between the parties, and

3. The State is not in breach of its obligations under this Agreement.

C. Source Code: In no event shall the State have the right to use the Source Code barring a Release Event for any purpose, and the State is specifically prohibited from using the Source Code to reverse engineer, develop derivative works or to sublicense the right to use the Source Code to any other person or entity for any purpose. The State will also be obligated to treat the Source Code as Confidential Information of Vendor under the Agreement.

D. The cost for establishing and maintaining the Escrow Account will be that of the State.

13. DISASTER RECOVERY:

The Vendor will maintain a disaster recovery plan (the "Disaster Recovery Plan") with respect to the services provided to the State. For purposes of this Agreement, a "Disaster" shall mean any unplanned interruption of the operation of or inaccessibility to the Vendor's service in which the State, using reasonable judgment, requires relocation of processing to a recovery location. The State shall notify the Vendor as soon as possible after the State deems a service outage to be a Disaster. The Vendor shall move the processing of the State's services to a recovery location as expeditiously as possible and shall coordinate the cut-over.

Vendor further represents as follows:

The Vendor is ISO 27001 certified and maintains an active recovery plan that ensures no service disruptions through a multi-system redundancy design. The Vendor' disaster recovery plan, including risk mitigation and risk management follows:

- Risk Mitigation. The Vendor has invested significantly in a formal Business Continuity Plan with the supporting infrastructure in the area of data back-up and recovery in order to prevent business interruptions. This plan includes data protection, risk assessment information, infrastructure security, back-up and recovery processes, as well as performance monitoring practices. It ensures the protection of critical assets and customer data. Our approach to risk mitigation includes the following:

  - The Vendor is ISO 27001:2013 certified with a risk management framework that is reviewed by external auditors. Within the ISO27001:2013 processes are business continuance plans and exercises of the plan with corrective actions. They have both simulations and actual failovers to exercise our plans. The plans are reviewed on a quarterly basis.

  - If a system upgrade or maintenance will impact system availability, a notification is sent to the State at least 48 hours in advance.

  - The Vendor uses industry monitoring tools which monitor our network, application, database, and systems 24x7 with alarms and alerting. Both internal and external hosted monitors ensure that an outage will immediately be recognized and alerted for a quick resolution.

- The entire database perimeter is protected and monitored by high availability firewalls and intrusion detection systems.
- The Vendor has redundant, identical systems available in three remote data centers for failover if any issues are seen at the primary data center. Their centrally hosted and managed off-site data centers provide sufficient resources to manage and maintain the software information and infrastructure. This necessary redundancy, used in conjunction with off-site vaulting services, ensures that customer data is well protected. The Vendor provides high quality, secure backups and operational efficiency.
- The Software is designed with multiple layers of authentication. The roles-based security model allows authorized users to administer the rights assigned to individuals.
- The Software is designed to support redundant hardware and systems. Performance and reliability are evaluated quarterly. At this time weaknesses within the system are evaluated and any needed modifications are made to ensure that the software remains a highly available system. The software is continuously monitored to ensure that it remains available. If there are interruptions of service, The Vendor's operations personnel are immediately notified.

14. SCANNING AND AUDIT AUTHORIZATION:

The Consultant will provide the State at no cost and at a date, time and for duration agreeable to both parties, the required level of authorization to scan a test system containing test data for security scanning activities. The system and data provided to the State by Vendor for testing purposes will be limited to a test system containing test data. The State will not scan any environment known by the State to be a production environment at the time the scan is performed by the State. Vendor provides their consent for the State or any third-party acting for the State to scan the systems and data utilizing generally available third party software tools. Any scanning performed by the State will not be considered a violation of any licensure agreements the State has with the Vendor or that the Vendor has with a third-party. Vendor retains the right to observe the security scanning while in process and to immediately terminate access in the event the security scanning impacts system performance or otherwise presents a threat to the integrity of the production system or related data.

The Vendor will also allow the State at the State's expense, not to include Vendor's expenses, to perform up to two security audit and vulnerability assessments per year to provide verification of Vendor's IT security safeguards for the system and its data. The State will work with the Vendor to arrange the audit at a time least likely to create workload issues for the Vendor and will scan a test or UAT environment on which the code and systems are a mirror image of the production environment.

The State will not be liable to Vendor or any third party for ordinary, consequential and incidental damages to the Vendor's computer system and the data it contains that is the result of scanning. Scanning by the State or any third-party acting for the State will not be considered reverse engineering. If the State's security scans discover security issues the State may collaborate, at the State's discretion with, the Vendor on remediation efforts. These remediation efforts will not be considered a violation of any licensure agreements between the State and Vendor. The State while engaged, and after, with the Vendor on remediation will not be liable to Vendor or any third party for all actions, lawsuits, damages (including all ordinary, consequential and incidental damages) arising from security scanning, remediation efforts, and any after effects of security scanning or remediation. The State will not be charged for any costs incurred by the Vendor in these remediation efforts unless agreed to by the State in advance in writing. In the event of conflicting language this clause supersedes any other language in this or any other agreement made between the State and the Vendor. All security scanning test results will be made available to Vendor upon completion of the test. The State agrees that, in order to protect the security and integrity of the data in Vendor's system, the State shall not disclose to any third party the security scanning test results conducted pursuant to this authorization, the results of any security audits done by Vendor and which are provided to the State, and any data or other information contained in or related to Vendor's system. Further, the foregoing information is exempt from disclosure under S.D.C.L. Sec. 1-27 et seq. (South Dakota Open Records Law).

The Vendor agrees to work with the State to rectify any serious security issues revealed by the security audit and or security scanning. This includes additional security audits and security scanning that shall be performed after any remediation efforts to confirm the security issues have been resolved and no further security issues exist.

15. RIGHTS AND LICENSE IN AND TO STATE AND END USER DATA: The parties agree that between them, all rights including all intellectual property rights in and to State and End User data shall remain the exclusive property of the State, and that the Vendor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

16. MIGRATION CAPABILITY: Upon termination or expiration of this Agreement, the Vendor will ensure that all State and End User data is transferred to the State or a third party

designated by the State securely, within a reasonable period of time, and without significant interruption in service, all as further specified in the Technical Specifications provided in the RFP. The Vendor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of the transferee, and to the extent technologically feasible, that the State will have reasonable access to State and End User data during the transition.

The Vendor will notify the State of impending cessation of its business or that of a tiered provider and any contingency plans in the event of notice of such an event. The Vendor shall implement any exit plan and take all available actions to ensure a smooth transition of service with minimal disruption to the State. The Vendor will work closely with any successor to ensure a successful transition to the new equipment, with minimal downtime and impact on the State, all such work to be coordinated and performed in advance of the formal, final transition date.

19. LEGAL REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, the Vendor will:

A. Immediately notify the State of any subpoenas, warrants, or other legal orders, demands or requests received by the Vendor seeking State and/or End User data maintained by the Vendor;

B. Consult with the State regarding its response;

C. Cooperate with the State's requests in connection with efforts by the State to intervene and quash or modify the legal order, demand or request; and

D. Upon the State's request, provide the State with a copy of both the demand or request and its proposed or actual response.

20. EDISCOVERY: The Vendor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Vendor shall not respond to service of process, and other legal requests related to the State without first notifying the State unless prohibited by law from providing such notice.

21. DATA PRIVACY:

A. The Vendor will use State and End User data only for the purpose of fulfilling its duties under this Agreement and for the State's and its End User's sole benefit, and will not share such data with, or disclose it to, any third party, without the prior written consent of the State or as otherwise required by law. By way of illustration and not of limitation, the Vendor will not use such data for the Vendor's own benefit and, in particular, will not engage in "data mining" of State or End User data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the State or End User through a State or End User employee or officer specifically authorized to grant such use of State or End User data

B. All State and End User data will be stored on servers located solely within the continental United States.

C. The Vendor will provide access to State and End User data only to those Vendor employees and subcontractors who need to access the data to fulfill the Vendor's obligations under this Agreement.

22. DATA EXCHANGE AND ENCRYPTED DATA STORAGE: All facilities used to store and process State and End User data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, the Vendor warrants that all State and End User data will be encrypted in transmission (including via web interface) and storage at no less than SHA256 level encryption with SHA256 or SHA2 hashing.

23. DATA RETENTION AND DISPOSAL:

A. The Vendor will use commercially reasonable efforts to retain data in a user's account until the user deletes them, or for an alternate time period mutually agreed by the parties.

B. Using appropriate and reliable storage media, the Vendor will regularly back up State and End User data and retain such backup copies for a minimum of thirty-six months. At the end of that time period and at the State's election, the Vendor will either securely destroy or transmit to the State repository the backup copies. Upon the State's request, the Vendor will supply the State with a certificate indicating the nature of the storage media destroyed, the date destroyed, and the method of destruction used.

C. The Vendor will retain logs associated with user activity for a minimum of seven years, unless the parties mutually agree to a different period.

D. The Vendor will immediately place a "hold" on the destruction under its usual storage media retention policies of storage media that include State and End User data, in response to an oral or written request from authorized State or End User personnel indicating that those records may be relevant to litigation that the State or End User reasonably anticipates. Oral requests by the State or End User for a hold on storage media destruction will be reproduced in writing and supplied to the Vendor for its records as soon as reasonably practicable under the circumstances. The State or End User will promptly coordinate with the Vendor regarding the preservation and disposition of storage media. The Vendor shall continue to preserve the storage media until further notice by the State or End User. The Vendor will provide documentation and, at the discretion of the State, allow for on-site inspections as needed to demonstrate that all facilities supporting the methods of disposal of storage media, are appropriate to and fulfill all of the State's needs. By way of example but not of limitation, all hard drives and tapes used to store State or End User data must, upon destruction be properly disposed of.

24. MULTI-TENANT ARCHITECTURE LOGICALLY/PHYSICALLY SEPARATED TO INSURE DATA SECURITY: The Vendor will provide documentation and, at the discretion of the State, allow for on-site inspections as needed to demonstrate that all facilities supporting the application have adequate safeguards to assure that needed logical and physical separation is in place and enforced to insure data security, physical security, and transport security.

25. ACCESS ATTEMPTS: All access attempts, whether failed or successful, to any system connected to the Vendor hosted system which can access, read, alter, intercept, or otherwise impact the Vendor hosted system or its data or data integrity shall be logged by the Vendor. For all systems, the log must include at least: log-in page used, username used, time and date stamp, incoming IP for each authentication attempt, and the authentication status, whether successful or not. Logs must be maintained not less than 7 years in a searchable database in an electronic format that is un-modifiable. At the request of the State, access must be granted to search those logs as needed to demonstrate compliance with the terms of this contract, and any and all audit requirements related to the Vendor hosted system.

26. PASSWORD POLICIES: Password policies for all Vendor employees will be documented and provided to the State or End User at time of signing and upon further request from the State or End User to assure adequate password protections are in place. Logs and administrative settings will be provided to the State or End User on request to demonstrate such policies are actively enforced.

27. SYSTEM UPGRADES: Advance notice of 30 days shall be given to the State of any major upgrades or system changes that the Vendor will be implementing. A major upgrade is a replacement of hardware, software or firmware with a newer or better version, in order to bring the system up to date or to improve its characteristics. The State reserves the right to postpone these changes.

28. SEPARATION OF JOB DUTIES: The Vendor shall require commercially reasonable non-disclosure agreements, and limit staff access to State or End User data to that which is required to perform job duties.

29. PROVISION OF SERVICES: The Vendor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided.

30. IDENTIFICATION OF BUSINESS PARTNERS: The Vendor shall identify all of its business partners and subcontractors related to services provided under this Agreement, who will be involved in any application development and/or operations.

31. REMOVAL OF VENDOR REPRESENTATIVE: The State shall have the right at any time to require that the Vendor remove from the project any staff or subcontractor who the State believes is detrimental to the project. The State will provide the Vendor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Vendor shall immediately remove such individual.

32. LOCATION OF STATE AND END USER DATA: All State and End User data hosted by the Vendor will be stored in facilities located in the United States of America. At no time is it acceptable for any State or End User data to be stored in facilities outside the United States of America. This restriction also applies to disaster recovery; any disaster recovery plan must provide for data storage entirely within the United States of America.

EXHIBIT D

CONFIDENTIALITY PROVISION

1. In order for Vendor to perform the computer programming services contemplated under the Agreement, Vendor may require access to confidential information. Confidential Information" means information that is transmitted or otherwise provided by or on behalf of the State to the Vendor in connection with or as a result the relationship described in this Agreement, and which should reasonably have been understood by the Vendor because of legends or other markings, the circumstances of disclosure or the nature of the information itself to be proprietary and/or confidential to the State. Confidential Information may be disclosed in written or other tangible form (including on electronic media) or by oral, visual or other means. The restrictions on use and disclosure of Confidential Information will not apply to information that: a) was publicly known at the time of the State's communication thereof to the Vendor or become publicly known thereafter through no fault of the Vendor; b) was in Vendor's possession free of any obligation of confidence at the time of the State's communication thereof to the Vendor; c) is rightfully obtained by Vendor from third parties authorized to make such disclosure without restriction; or; d) is identified by the State as no longer proprietary or confidential.
2. Vendor acknowledges the State's need to keep confidential information it maintains, that is subject to various confidentiality statutes and legal privileges held by the State as well as other agencies, state agency clients, in-state and out-of-state government entities, and third parties.
3. Vendor agrees that in order to protect the confidentiality and legal privileges associated with State computer usage and data storage that it and all of its officers, agents, and employees:
    a. Will not, at any time, either directly or indirectly, make public, reveal, or communicate to any person, firm, or corporation or public entity, in any manner whatsoever, any information concerning any matters affecting or relating to confidential records or data that may be obtained in the course of performing this Agreement.
    b. Will not reproduce or transfer in any way or manner or share with any person, except as specifically authorized by the State, any confidential data or information provided by the State.
    c. Will not read, review, monitor, access, or attempt entry or other accession, of any data, documents, records, files (private or public), databases, communications, research trails, cookies,

hard drives, servers, back up tapes or other back up mechanisms or facilities, on any State computer.

4. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Vendor agrees that its officers, agents and employees may be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the Confidential Information and related work activities to employees that have executed such agreements.
5. Vendor will enforce the terms of this Confidentiality Provision to its fullest extent. Vendor agrees to prohibit any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision.
6. Violation of this Confidentiality Provision is cause for immediate termination of this Agreement and could subject any violator to criminal prosecution in accordance with state law.
7. Neither this Confidentiality Provision, nor any part thereof, shall establish any privacy rights to, for, or on the part of, any employee of the Vendor or State or waive any remedies against any such person for illegal, improper, or unauthorized use of the computers or any computer system or portion thereof.
8. Vendor understands that the State is subject to certain obligations regarding public information under South Dakota's open records laws, which include SDCL ch. 1-27.

Exhibit E
24/7 Software Subscription Terms and Conditions

1. **Grant of Access –Software.**

In exchange for the Software License Fees contained in this Agreement, the South Dakota Office of the Attorney General (hereinafter "State") shall have the right to access and use the Software listed on this Agreement pursuant to the terms set out in this Agreement for the duration of the specified Term. "Software" means (i) the features of the 24/7 Sobriety Software which are the online, web-based applications and cloud-based software provided by Vendor (ii) any APIs to third party products provided by Vendor, (iii) all Vendor-included content and (iv) any related User Guides accessed online or downloaded by State through its access to the Software. Access to the Software is activated by the execution of this Agreement and such access is purchased on the basis of a set number of user subscriptions. The Software may be accessed by no more than the number and type of users specified in this Agreement. State shall be solely responsible for ensuring all user's compliance with the terms of this Agreement and State shall be fully responsible for any acts or omissions of all users related to this Agreement. State agrees to (i) use reasonable efforts to prevent unauthorized access to or use of the Software, and notify Vendor promptly of any such unauthorized access or use; (ii) use the Software only in accordance with the User Guides and applicable laws and government regulations; and (iii) use the Software and User Guides only as expressly allowed under this Agreement.

2. **Reservation of Rights, User and License Restrictions and Limitations of Use.**

Except for the limited rights expressly granted hereunder, Vendor reserves all rights and title to and interest in the Software, including all related intellectual property rights. No rights are granted to State hereunder other than as expressly set forth herein.

Any user subscription is for a single designated user and cannot be shared or used by more than one user unless the user been reassigned in its entirety to another user and the prior user no longer has any right of access.

With regard to the Software, State agrees not to and shall not permit anyone to (a) tamper with their security; (b) access data not intended for State; (c) log into a server or account for which a user is not authorized; (d) modify, adapt, alter, translate, or create derivative works of the Software; (e) license, sublicense, sell, resell, transfer, distribute or otherwise transfer or commercially exploit the Software; (f) make them available to any third party not explicitly authorized under this Agreement (g) remove, modify, or obscure any copyright, trademark, patent or other proprietary notice that appears in the Software; (h) make them available over a network; (i) create any link to the Software or frame or mirror any content contained or accessible from the Software; (j) use the Software for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product, the Software or other software offered by Vendor; or (k) reverse engineer, remanufacture, decompile, disassemble, or otherwise attempt, in whole or in part, to derive the source code for or to decrypt the Software.

3. **Other Terms of Access and Use.**

Certain State and/or third party programs and/or content ("State Components" and "Third Party Components" respectively) may be available for access through or linked to the Software at the option of the State or End User. Vendor disclaims all responsibility for such State Components and Third Party Components and State or End User remains solely responsible for obtaining the necessary permissions for such access or linkage and for obtaining all necessary rights for State's or End User's use of the Third Party Components. In the event there is a claim made against Vendor by a third party alleging that the State Components or Third Party Components infringes or misappropriates the intellectual property rights of a third party or violates the law, Vendor will provide notice of such claim to State and will immediately remove the relevant State Components or Third Party Components until such claim is resolved to the satisfaction of Vendor.

Vendor shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable license to use or incorporate into the Software or other Vendor software any suggestions, enhancement requests, recommendations or other feedback provided by State or End Users, and the foregoing shall be provided free of any confidentiality or privacy restrictions that may otherwise apply.

4. **Availability of Services**. Vendor shall use commercially reasonable efforts to make the Software available for twenty-four (24) hours a day, seven (7) days a week. State agrees that from time to time the Software may be inaccessible or inoperable for reasons beyond the control of Vendor, including: (i) equipment malfunctions; (ii) periodic unscheduled maintenance procedures or repairs which Vendor may undertake; or (iii) interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other similar failures. State shall not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Services except as expressly provided herein.

5. **Security.** Vendor shall use commercially reasonable efforts to prevent unauthorized access to restricted areas of the Software and any databases or other sensitive material. Vendor reserves the right to deactivate or suspend access to the Software by a user if such user is found or reasonably suspected to be using his/her access to facilitate illegal, abusive or unethical activities. Such activities include pornography, obscenity, violations of law or privacy, hacking, computer viruses, or any harassing or harmful materials or uses.

6. **Vendor Warranty**. Vendor warrants that the Software will perform in all material respects in accordance with their respective User Guides and the "**AMS 24/7 Sobriety Software Features**" attached to Statement of Work for the Term. The entire liability of Vendor and the exclusive remedy of State for breach of this warranty is to terminate this Agreement in accordance with the termination for cause provisions in the Agreement and refund to State any prepaid Software License Fees.

7. **State Warranties.** State represents and warrants that (i) it has the legal power to enter into this Agreement, (ii) it will not transmit to Vendor any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; and (iii) that is has all rights necessary to any State and Third Party Components accessed through or linked to the Software.

8. **Infringement Indemnification**. Vendor agrees to defend State and pay any judgments, costs and expenses, or amounts paid in settlement to which Vendor agrees, which State may sustain as the result of any claim by a third party that use of the Software infringes or misappropriates such third party's (i) duly issued patent existing or issued prior to the Effective Date, or (ii) copyright, or trade secrets existing as of the Effective Date. In the event of a claim for indemnification, State must: (a) notify Vendor in writing of the suit or claim within ten (10) days after receiving notice; (b) give Vendor sole authority to defend or settle the suit or claim (provided that Vendor may not settle any claim unless it unconditionally releases State of all liability); and (c) reasonably cooperate and assist Vendor (at Vendor's expense) with defense of the suit or claim. Vendor will reimburse State's reasonable out of pocket expenses incurred in providing assistance regarding any claim. The

obligations under this Section do not apply to the extent a claim against State arises from State's breach of the terms of this Agreement or the Agreement.

If the Software becomes or in Vendor's opinion are likely to become the subject of a suit or claim of infringement of a third party's intellectual property rights, Vendor will, at Vendor's option and expense:

(a) Procure for State the right to continue to use the relevant Software as furnished;

(b) Modify the relevant Software to make it non-infringing, provided that is still substantially conforms to the applicable User Guides; or

(c) If Vendor is not reasonably able to do either (a) or (b), terminate this Agreement and the related Order Form for the relevant software. In such event, Vendor will pay State, as State's sole and exclusive remedy, an amount equal to the prepaid Software License Fees calculated commencing with the termination date.

9. Disclaimers; Liability of the Parties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGMENT, COURSE OF PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Except for a breach of Vendor's intellectual property rights, under no circumstances shall a party to this Agreement be liable to the other party or any third party for indirect, special, incidental, exemplary or consequential damages including, without limitation, damages for loss of goodwill, profits, data (or use thereof), or business interruption arising out of any acts or failures to act, whether such damages are labeled in strict liability, tort, contract or otherwise, even if such party has been advised of the possibility of such damages. Except as otherwise provided by law, Vendor's maximum be liability for any damages of any kind in connection with or arising out of the course of its performance under this Agreement will be limited to the amounts paid by State over the twelve (12) months preceding the act or omission giving rise to the damages.

10. Additional Definitions.

"API" means application program interfaces which are a set of tools and protocol created to provide interfaces and data exchanges between applications.

"Client" means any person who is an offender, an ex-offender, or participant under supervision by an officer or other similar State personnel.

"Term" means the period for which State has committed to subscribe to the Software and Mobile Applications as indicated in this Agreement.

"State User" means an individual authorized to access the Software under this Agreement who is either an employee of the State who requires access in order to perform their tasks and who is registered in SCRAMnet's user administration system as an active User (as "User" is defined under the terms of the Agreement).

"**End User**" " means an individual authorized to access the Software under this Agreement who is either an employee or contracted by a testing agency who requires access in order to perform their tasks and who is registered in SCRAMnet's user administration system as an active User (as "User" is defined under the terms of the Agreement).

"**User**" " means an individual authorized to access the Software under this Agreement who is either a State or End user who requires access in order to perform their tasks and who is registered in SCRAMnet's user administration system as an active User.

"**Client**" means any individual registered to test as a participant under the 24/7 program.

"**User Guides**" means on line guides comprising instructions for the use of the Software and/or descriptions of its operational and/or design characteristics.

STATE OF SOUTH DAKOTA OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

24/7 Sobriety Program Monitoring Software RFP

PROPOSALS ARE DUE NO LATER THAN January 20th, 2017

RFP #: 818

BUYER: South Dakota Attorney General's Office (SD ATG)
EMAIL: RFP818ATG247@state.sd.us

READ CAREFULLY

FIRM NAME:	AUTHORIZED SIGNATURE:
ADDRESS:	TYPE OR PRINT NAME:
CITY/STATE:	TELEPHONE NO:
ZIP (9 DIGITS):	FAX NO:
FEDERAL TAX ID#:	E-MAIL:

PRIMARY CONTACT INFORMATION

CONTACT NAME:	TELEPHONE NO:
FAX NO:	E-MAIL:

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1 GENERAL INFORMATION

1.1 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the SD ATG's standard contract terms listed in Appendix B, along with any additional contract terms as negotiated by the parties. As part of the negotiation process the contract terms listed in Appendix B may be altered or deleted. The Offeror should indicate in their response any issues they have with specific contract terms if the Offeror does not indicate that there are any issues with any contract terms then SD ATG will assume those terms are acceptable to the Offeror.

1.2 BIT STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard I/T contract terms listed in Appendix C for a Vendor Hosted Proposal or Appendix D for a State Hosted Proposal along with any additional contract terms as negotiated by the parties. As part of the negotiation process the contract terms listed in Appendix C for a Vendor Hosted Proposal or Appendix D for a State Hosted Proposal may be altered or deleted. The Offeror should indicate in their response any issues they have with specific contract terms if the Offeror does not indicate that there are any issues with any contract terms then the State will assume those terms are acceptable to the Offeror. There is also a list of technical questions, Security and Vendor Questions which is attached as Appendix E. These questions must be answered and may be used in the proposal evaluation.

1.3 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

1.3.1 Background: The South Dakota Attorney General's Office (SD ATG) currently has a 24/7 sobriety program monitoring and data collection software throughout the State. This program is run by local Sheriff's offices and administered by South Dakota Program Coordinator and Staffed by the SD ATG. This program includes twice a day PBT testing, UA testing, Drug patches, SCRAM Bracelets, and Ignition Interlock Devices. This program currently utilizes a 24/7 online application to record and maintain participant and testing information.

1.3.2 Goals and Objectives: The SD ATG currently has a 24/7 sobriety program monitoring and data collection software in place. SD ATG would like to replace the 24/7 sobriety program monitoring and data collection software that can includes the current software's capabilities as well as to increase stability of the program, improve the availability of data collection for reports, add additional features and give the program room to grow.

1.3.3 Description of Components or Phases: Open to replacement options. Option 1: State Hosted Solution. Option 2: Vendor Hosted Solution.

1.3.4 Scope of components or Phases: The four phases are expected to have the following components:

1.3.4.1 Phase one will include the following

1.3.4.1.1 Successful product demonstration (At the discretion of SD ATG the demonstration can include onsite testing, integrity testing and conversion features)

1.3.4.1.2 Negotiate and sign the contract

1.3.4.1.3 Kick off meeting, which is expected to be onsite and include all project staff, technical support, and end user representation

1.3.4.1.4 Establish initial project timeline and project plan

1.3.4.1.5 Establish team assignments

1.3.4.1.6 Finalize solution requirements

1.3.4.1.7 Establish testing and exercise requirements including identifying external testing agencies

1.3.4.1.8 Establish the time the system needs to operate trouble free for final acceptance

1.3.4.2 Phase two will include the following:

1.3.4.2.1 Customize the product as needed

1.3.4.2.2 Set up the test system
1.3.4.2.3 Integration testing
1.3.4.2.4 Functional testing
1.3.4.2.5 Performance testing
1.3.4.2.6 Load testing
1.3.4.2.7 Data Conversion
1.3.4.2.8 Completion of security requirements (As agreed in the final contract)

1.3.4.3 Phase three testing will include the following:
1.3.4.3.1 UAT testing
1.3.4.3.2 Training onsite

1.3.4.4 Phase four will include the following:
1.3.4.4.1 Push the system out Statewide
1.3.4.4.2 Resolution of any problems found
1.3.4.4.3 Additional training as needed
1.3.4.4.4 Allow system to operate trouble free for a predetermined period of time

The proposal may include a project plan with different phases but any project plan must include as a minimum the items list above. Deviation from the phases listed about should be explained as stated in 7.5. Completion of the final item in each phase will be the milestone for that phase. Payment will be based on the successful completion of each milestone. The percentage paid for each completed phase is negotiable.

1.4 ISSUING OFFICE AND RFP REFERENCE NUMBER

The SD ATG is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, ATG. The reference number for the transaction is RFP# 818. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.5 LETTER OF INTENT

It is preferred that all interested Offerors submit a **Letter of Intent** to respond to this RFP.

The letter of intent must be received by the SD ATG no later than Dec.16th, 2016. If submitted by mail the envelope should be addressed to:

SD Attorney General's Office
Attn: 24/7 RFP #818
1302 E Hwy 14, Suite 5,
Pierre, SD 57501-8505

Be sure to reference the RFP number in your letter.

The Letter of Intent may be submitted to the email address RFP818ATG247@state.sd.us.

1.6 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication: December 1st, 2016
Letter of Intent to Respond Due: December 16th, 2016
Deadline for Completion of Site Visits: January 6th, 2017
Deadline for Submission of Written Inquiries: January 6th, 2017
Responses to Offeror Questions: January 13th, 2017
Proposal Submission Deadline: January 20th, 2017
Evaluation of Proposals to Determine Short List: January 27th, 2017
Demonstrations and presentations: February 6th – 10th 2017 and February 13th – February 17th, 2017
Discussions: Week of February 20th, 2017
Anticipated Award Decision/Contract Negotiation: February 27th, 2017

1.7 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the SD ATG by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration. An original and 5 identical copies of the proposal shall be submitted. Offerors must also provide a secure location where SD ATG can electronically obtain the Offeror's proposal(s).

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container. **Proposals must be addressed and labeled as follows:**

REQUEST FOR PROPOSAL #818 PROPOSAL TITLE 24/7 Sobriety Program Monitoring Software RFP

DUE: January 20th, 2017
BUYER: South Dakota Attorney General's Office
Attention: 24/7 RFP # 818
Address: 1302 E Hwy 14, Suite 5
Pierre, SD 57501-8505

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.8 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the Offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the Offeror is unable to certify to any of the Statements in this certification, the bidder shall attach an explanation to their offer.

1.9 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the Offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the Offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.11 OFFEROR INQUIRIES

All written questions should be sent to: RFP818ATG247@state.sd.us, only emailed questions will be accepted.

Offeror may submit email questions concerning this RFP to obtain clarification of requirements. No questions will be accepted after the date and time indicated in the above schedule of activities. Email questions to the email address listed above with the subject line "RFP# 818". The questions and their answers will be posted on the SD ATG Website at http://atg.sd.gov/OurOffice/rfp.aspx before the proposal submittal date and will be posted by the date and time indicated in the above calendar of events. Offeror may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP that have not originated from the SD RFP Project Contact. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.12 PROPRIETARY INFORMATION

The proposal of the successful Offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of SD ATG. All materials submitted become the property of the State of South Dakota and may be returned only at SD ATG's option.

1.13 LENGTH OF CONTRACT

The contract will begin on April 1st, 2017.
The contract will end on October 1st, 2017
If first year maintenance is included in proposal, contract end date will be negotiable.

1.14 SITE VISIT

If site visits are required they will be scheduled before the submission of the proposal. Site visits will be made at the Offeror's expense.

1.15 PRESENTATIONS/DEMONSTRATIONS

Any presentation or demonstration by an Offeror to clarify a proposal may be required at the sole discretion of SD ATG. However, SD ATG may award a contract based on the initial proposals received without a presentation or demonstration by the Offeror. If presentations and or demonstrations are required, they will be scheduled after the submission of proposals. Presentations and demonstrations will be made at the Offeror's expense.

1.15 DISCUSSIONS

At SD ATG's discretion the Offeror may or may not be invited to have discussions with SD ATG. The discussions can be before or after the RFP has been submitted. Discussions will be made at the Offeror's expense.

1.16 NEGOTIATIONS

This process is a Request for Proposal/Competitive Negotiation process. Each proposal shall be evaluated, and each respondent shall be available for negotiation meetings at SD ATG's request. SD ATG reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 SCOPE OF WORK

The new 24/7 software must be able to retain all of its current functions as well as be able to perform the requirements outlined in Appendix A.

3.0 RESOURCES

The Bureau of Information and Telecommunications (BIT) is the State organization that provides IT services for the State.

Historically, the most successful projects are those that use the team approach. The team approach utilizes a combination of Offeror staff, BIT staff, and Agency staff. Below is a description of how the team will be structured.

3.1. TEAM ORGANIZATION: Provide the following information.

3.1.1 PROJECT ORGANIZATION CHART

List names, job titles (designate vacancies), and the city and state in which individual will work on this project.

3.1.2 LIST OF ALL VENDORS AND SUBCONTRACTORS

List all entities to be used for performance of the services described in this RFP. In the work plan, describe which responsibilities will be assigned to vendors or subcontractors and the city and state in which the vendors or subcontractors are located.

3.2 PROJECT STAFFING ROLES

Agency Project Sponsor

Agency Director

Role: Some of the duties performed by the Agency Project Sponsor are:

- Resolves resource and priority conflicts
- Approves the Project Charter and/or Plan
- Holds subordinate managers accountable for their performance
- Has a direct communications and reporting relationship with the Agency Project Manager
- Is the chief advocate for the project
- Keeps the team focused on appropriate goals
- Keeps the team updated with new information
- Holds the project team accountable for planning and executing the project
- Holds the team accountable for delivering agreed-upon results

Agency Project Manager

24/7 Program Coordinator

Role: Some of the duties performed by the Agency Project Manager are:

- Day to day oversight of the project
- Approves vendor payments based on contract/work order language
- Provides direction to Agency employees as well as the team

Reports to: The Agency Project Sponsor. This person must keep the Project Sponsor informed on a weekly basis regarding progress and status of the project. When issues arise, this person must be able to make recommendations to the team regarding amendments and changes to the deliverables, schedule or budget.

Agency IT Team Leader

Agency IT Team Leader

Role: Some of the duties of the Agency IT Team Leader are:

Supervises Agency IT Project Manager
In close daily contact with Agency Project manager and Agency IT Project Manager to ensure that all requirements are fulfilled.
Able to advise the Agency Project Manager of cost/benefit as well as consequences of any changes in work direction

Reports to: Agency Project Sponsor

Agency IT Project Manager

Agency Computer Support Specialist

Role: Some of the duties performed by the Agency IT Project Manager are:

- Main contact with vendor regarding project status and progress
- In close daily contact with the Agency Project Manager and Agency IT Team Leader to ensure that all requirements are fulfilled
- Able to advise the Agency Project Manager of cost/benefit as well as consequences of any changes in work direction

Reports to: Agency IT Team Leader

Project Steering Team

Statistical Analysis Staff
ATG Attorney Staff
BIT Agency POC

Role: Some of the duties performed by the Project Steering Team:

- Oversee the project in terms of the contract and work order agreements. Specific items of oversight include:
  - What are the deliverables for his or her agency, and are they being met?
  - Is the project on schedule? If not, what are the consequences? Should the project be put back on schedule and how will that be done?
  - What expenditures have been made? Is the project on budget? If not, what are the circumstances surrounding it?
- Recommendation of approval of any scope changes, or any changes that affect cost and schedule based on cost benefit to the Project Owner

Reports to: Their Agency Manager.

Authority: Each Steering Team member should have authority to make decisions for their own departmental area.

3.3 STAFF RESUMES AND REFERENCES

Resumes and references of key personnel, key personnel are considered to be those who are accountable for the completion of one or more major deliverables, has the responsibility of any or all of the total project management, or is responsible for the completion of the project. Provide resume details for all key personnel, including any subcontractors' project leads, by listing the following in the order in which it appears.

- Name
- Title
- Contact Information (telephone number(s), e-mail address)
- Work Address
- Project Responsibilities (as they pertain to this project)
- Percentage of time designated to this project
- Brief listing of Work Experience in reverse chronological order from present to January, 2012 (only provide company name, job title(s)/position(s) held, date started and date left each position, brief description of job duties, responsibilities, and significant accomplishments)
- RFP Project Experience
- Technical Background relative to this project

- Experience in Similar Projects
- Names of the Similar Projects they were involved in
- Role they played in the projects similar to this project
- Project Management Experience
- Technical Knowledge
- Education
- Relevant Certifications
- Three Professional References (name, telephone number, company name, relationship to employee)

4.0 PROJECT DELIVERABLES/APPROACH/METHODOLOGY

The Offeror is required to include a test system for Offeror's application. This test system will be used at the discretion of BIT. All resource costs associated with keeping the test system available must be borne by the project owner or the Offeror. Any licensing costs for the test system must be included with the costs.

At BIT's discretion any code changes made by the Offeror, either during this project or thereafter, will be placed in the above test system first. It is at BIT's discretion if the code changes are applied by BIT or the Offeror. If the code testing delays a project's timeline a change management process should be followed and SD ATG will not be charged for this project change. If the test and production systems are to be hosted by the State, the schedule for the testing of the code changes is to be decided by BIT. Testing of emergency code changes will be scheduled by BIT based on the severity and resource availability.

The test system will be maintained by the Offeror as a mirror image of the production system code base. At BIT's discretion updates to the production system will be made by copying code from the test system after the test system passes BIT certification requirements.

If BIT determines that the application must be shut down on the production system, for any reason, the Offeror will, unless approved otherwise by BIT, diagnosis the problem on and make all fixes on the test system. The Offeror is expected to provide proof, to BIT, of the actions taken to remediate the problem that lead to the application being denied access to the production system before the application can go back into production. This proof can be required by BIT even if the fix passes all BIT certification criteria. BIT is willing to sign a non-disclosure agreement with the Offeror if the Offeror feels that revealing their fix will put the Offeror's intellectual property at risk.

All software and cloud services purchased by SD ATG will be subjected to security scans by BIT without exception.

Security scanning will be performed during the software development phase and during pre-production review. These scans and tests can be time consuming and should be allowed for in project planning documents and schedules. Products that do not meet BIT's security and performance requirements will not be allowed to go into production and may be barred from UAT until all issues are addressed to SD ATG's satisfaction. SD ATG urges the use of industry scanning/testing tools and secure development methods be employed to avoid unexpected costs and project delays. Costs to produce and deliver secure and reliable applications are the responsibility of the software entity producing or delivering an application to SD ATG. Unless expressly indicated in writing, SD ATG assumes all price estimates and bids are for the delivery and support of applications and systems that will pass security and performance testing.

As part of this project the Offeror will provide a monitoring tool SD ATG can utilize to monitor the operation of the proposed solution as well as all systems and all subcomponents and connections. It is required that this tool be easy to use and provide a dashboard of the health of the proposed solution. The effectiveness of this monitoring tool will be a component of the acceptance testing for this project.
As part of the project plan the Offeror will include development of an implementation plan that includes a back out component. Approval of the implementation plan by BIT should be a project milestone. Should the implementation encounter problems that cannot be resolved and the implementation cannot proceed to a successful conclusion the back out plan will be implemented. The Implementation and back out documentation will be included in the project documentation.

The successful Offeror will use the approved BIT processes and procedures when planning their project in particular the change management process. Work with the respective agency's BIT Point of Contact on this form. The Change Management form is viewable only to BIT employees. The purpose of this form is to alert key stake holders (such as: Operations, Systems Support staff, Desktop Support staff, administrators, Help Desk personnel, client representatives, and others) of changes that will be occurring within state resources and systems to schedule the:

- Movement of individual source code from test to production for production systems
- Implementation of a new system
- A major enhancement to a current system or infrastructure changes that impact clients
- Upgrades to existing development platforms

If as part of the project SD ATG will be acquiring software the proposal should clearly state if the software license is perpetual or a lease. If both are options the proposal should clearly say so and state the costs of both items separately.

Include in your submission details on your:

- Data loss prevention methodology;
- Identity and access management;
- Security intelligence;
- Annual security training and awareness;
- Manual procedures and controls for security;
- Perimeter controls;
- Security certifications and audits.

4.1 Testing: Will include external testing by law enforcement agencies

Regression Testing- Regression testing is the process of testing changes to computer programs to make sure that the older programming still works with the new changes.

Integration Testing- Integration testing is a software development process which program units are combined and tested as groups in multiple ways. In this context, a unit is defined as the smallest testable part of an application. Integration testing can expose problems with the interfaces among program components before trouble occurs in real-world program execution. Integration testing is also known as integration and testing (I&T).

Functional Testing- Functional testing is primarily used to verify that a piece of software is meeting the output requirements of the end-user or business. Typically, functional testing involves evaluating and comparing each software function with the business requirements. Software is tested by providing it with some related input so that the output can be evaluated to see how it conforms, relates or varies compared to its base requirements. Moreover, functional testing also checks the software for usability, such as ensuring that the navigational functions are working as required. Some functional testing techniques include smoke testing, white box testing, black box testing, and unit testing.

Performance Testing- Performance testing is the process of determining the speed or throughput of an application. This process can involve quantitative tests such as measuring the response time or the number of MIPS (millions of instructions per second) at which a system functions. Qualitative attributes such as reliability, scalability and interoperability may also be evaluated. Performance testing is often done in conjunction with load testing.

Load Testing- Load testing is the process of determining the ability of an application to maintain a certain level of effectiveness under unfavorable conditions. The process can involve tests such as ramping up the number of users and transactions until the breaking point is reached or measuring the frequency of errors at your required load. The term also refers to qualitative evaluation of factors such as availability or resistance to denial-of-service (DoS) attacks. Load testing is often done in conjunction with the more general process of performance testing. Load testing is also known as stress testing.

User Acceptance Testing -User acceptance testing (UAT) is the last phase of the software testing process. During UAT, actual software users test the software to make sure it can handle required tasks in real-world scenarios, according to specifications. UAT is one of the final and critical software project procedures that must occur before newly developed or customized software is rolled out. UAT is also known as beta testing, application testing or end user testing. In some cases UAT may include piloting of the software.

If the software is being hosted on the State systems regression testing and integration testing is done by the vendor with assistance of BIT Development. If the software is being hosted on the State systems functional testing is generally done by the vendor and the agency with assistance of BIT Development. If the software is being hosted on the State systems performance testing and load testing is generally done by BIT Telecommunications division. If the vendor is hosting the software on their systems regression testing, if relevant, integration testing, if relevant, functional testing, performance and load testing should be done by the vendor. The UAT is generally done by the vendor and the agency, whether the software is hosted on the State's or the vendor's systems. All testing is done in test environments either set up by the vendor or by BIT. All test results should meet the requirements of the agency before the software goes into production. For a software development project; at a minimum regression, integration, functional, and UAT must be done when software is being customized; if software is being developed fresh at a minimum integration, functional, and UAT tests must be done. Assuming no problems are found you should plan on a minimum of three weeks for performance and load testing if done by BIT.

SD ATG, at its sole discretion, may consider a solution that does include all or any of these deliverables or consider deliverables not originally listed. An Offeror **must** highlight any deliverable they do not meet and give any suggested "work-around" or future date that they **will** be able to provide the deliverable.

5.0 FORMAT OF SUBMISSION

All proposals should be prepared simply and economically and provide a direct, concise explanation of the Offeror's proposal and qualifications. Elaborate brochures, sales literature and other presentations unnecessary to a complete and effective proposal are not desired.

Offerors are required to provide an electronic copy of their response. The electronic copy should be provided in MS WORD or in PDF format, except for the project plan, which must be in MS Project or MS Excel . The submission must be delivered as indicated in Section 1.7 of this document.

The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. You should respond to each point in the Scope of Work and Deliverables in the order they were presented.

Offerors and their agents (including subcontractors, employees, vendors, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to SD ATG, Attn: 24/7 RFP # 818. Offerors and their agents may not contact any state employee other than the SD ATG office at RFP818ATG247@state.sd.us regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the SD ATG office atRFP818ATG247@state.sd.us.

The Offeror may be required to submit a copy of their most recent audited financial statements upon SD ATG's request.

The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number. Each of the sections listed below should be tabbed.

Offerors are cautioned that use of the State Seal in any of their documents is illegal as per South Dakota Codified Law 1-6-3.1. *Use of seal or facsimile without authorization prohibited--Violation as misdemeanor. No person may reproduce, duplicate, or otherwise use the official seal of the State of South Dakota, or its facsimile, adopted and described in §§ 1-6-1 and 1-6-2 for any for-profit, commercial purpose without specific authorization from the secretary of state. A violation of this section is a Class 1 misdemeanor.*

Proposals should be prepared using the following headings and in the order that they are presented below. Please reference the section for details on what should be included in your proposal.

- 5.1 Statement of Understanding of Project
- 5.2 Corporate Qualifications
- 5.3 Relevant Project Experience
- 5.4 Project Plan
- 5.5 Deliverables
- 5.6 Non Standard Software and Hardware

5.1 STATEMENT OF UNDERSTANDING OF PROJECT

To demonstrate your comprehension of the project, please summarize your understanding of what the work is and what the work will entail. This should include, but not be limited to your understanding of the purpose and scope of the project, critical success factors and potential problems related to the project and your understanding of the deliverables. Your specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements should be included. This section should be limited to no more than two pages.

5.2 CORPORATE QUALIFICATIONS

Please provide responses to the each of the following questions in your proposal.

A. What year was your parent company (if applicable) established?

B. What is the business of your parent company?

C. What is the total number of employees in the parent company?

D. What are the total revenues of your parent company?

E. How many employees of your parent company have the skill set to support this effort?

F. How many of those employees are accessible to your organization for active support?

G. What year was your firm established?

H. Has your firm ever done business under a different name and if so what was the name?

I. How many employees does your firm have?

J. How many employees in your firm are involved in this type of project?

K. How many of those employees are involved in on-site project work?

L. What percent of your parent company's revenue (if applicable), is produced by your firm?

M. Corporate resources available to perform the work, including any specialized services, within the specified time limits for the project

N. Availability to the project locale

O. Familiarity with the project locale

P. Has your firm ever done business with other governmental agencies? If so, please provide references.

Q. Has your firm ever done business with the State of South Dakota? If so, please provide references.

R. Has your firm ever done projects that are like or similar to this project? If so, how many clients are using your solution? Please provide a list of four or more locations of the same approximant nature as SD ATG where your application is in use along with contact names and numbers for those sites. The State of South Dakota has a consolidated IT system. **Either** any references given should be from States with a consolidated IT system, to be acceptable **or** the reference should be a detailed explanation on how you will modify your work plan for a consolidated environment that you are unfamiliar with.

S. Provide third party security audits of the four projects you provided for R above. SD ATG will sign a non-disclosure statement, as needed, to receive these audits, within the limits of SD ATG's open records law. If there are no audits of these projects then provide, unedited and un-redacted results of such security testing/scanning from third-party companies and/or tools that has been run within the past 90 days. To protect proprietary or confidential information, SD ATG will agree to non-disclosure of any information provided as a result of such a request as appropriate.

T. What is your Company's web site?

When providing references, the reference must include the following information:

- Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted
- Dates of the service/contract
- A brief, written description of the specific prior services performed and requirements thereof

5.3 RELEVANT PROJECT EXPERIENCE

Provide details about four recent projects that the Offeror was awarded and then managed through to completion. Project examples should include sufficient detail so the agency fully understands the goal of the project; the dates (from start to finish) of the project; the Offeror's scope of work for the project; the responsibilities of the Offeror and Subcontractors in the project; the complexity of the Offeror's involvement in the project; deliverables provided by the Offeror; the methodologies employed by the Offeror; level and type of project management responsibilities of the Offeror; changes that were made and request for changes that differed from the onset of the project; how changes to the project goals, Offeror's scope of work, and/or deliverables were addressed or completed; price and cost data; quality of the work and the total of what the Offeror accomplished in the project.

A. Client/Company Name

B. Client Company Address, including City, State and Zip Code

C. Client/Company Contacts(s)
   Name
   Title
   Telephone Number
   E-mail address
   Fax Number

D. Project Start Date

E. Project Completion Date

F. Project Description and Goals

G. Offeror's Role in Project

H. Offeror's responsibilities

I. Offeror's Accomplishments

J. Description of How Project Was Managed

K. Description of Price and Cost Data from Project

L. Description of special project constraints, if applicable

M. Description of your ability and proven history in handling special project constraints

N. Description of All Changes to the Original Plan or Contract That Were Requested

O. Description of All Changes to the Original Plan or Contract That Offeror Completed

P. Description of How Change Requests Were Addressed or Completed by Offeror

Q. Was Project Completed in a Timeframe That Was According to the Original Plan or Contact? (If "No", provide explanation)

R. Was Project Completed Within Original Proposed Budget? (If "No" provide explanation)

S. Was there any Litigation or Adverse Contract Action regarding Contract Performance? (If "Yes" provide explanation)

T. Feedback on Offeror's Work by Company/Client

U. Offeror's Statement of Permission for the Department to Contact the Client/Company and for the Client's/Company's Contract(s) to Release Information to the Department

5.4 PROJECT PLAN

Provide a project plan that indicates how you will complete the required deliverables and services and addresses the following:

- Proposed project management techniques
- Number of Offeror's staff needed
- Tasks to be performed (within phase as applicable)
- Number of hours each task will require
- Deliverables created by each task
- Dates by which each task will be completed (dates should be indicated in terms of elapsed time from project inception)
- Resources assigned to each task
- Required state agency support
- Show task dependencies
- Training (if applicable)

Microsoft Project is the standard scheduling tool for the State of South Dakota. The schedule should be a separate document, provided in Microsoft Project or Excel, and submitted as an attachment to your proposal.

If as part of this project, the Offeror plans to set-up or configure the software and/or hardware and plans to do this outside of South Dakota, even in part, then they need to provide a complete and detailed project plan on how the Offeror plans on migrating to SD ATG's site. Failure to do this is sufficient grounds to disregard the submission, as it demonstrates that the Offeror fundamentally does not understand the project. Providing a work plan for the steps above that is complete and detailed maybe sufficient.

5.5 DELIVERABLES

This section should constitute the major portion of the work to be performed. Provide a complete narrative detailing the assessment of the work to be performed, approach and methods to provide the requirements of this RFP, the Offeror's ability to fulfill the requirements of this RFP, the Offeror's approach, the resources necessary to fulfill the requirements, project management techniques, specialized services, availability to the project locale, familiarity with the project locale and a description of any options or alternatives proposed. This should demonstrate that the Offeror understands the desired overall performance expectations. This response should identify each requirement being addressed as enumerated in section 8.0. If you have an alternative methodology or deliverables you would like to propose, please include a detailed description of the alternative methodology or deliverables and how they will meet or exceed the essential requirements of the methodology and deliverables described in Section 6.0.

5.5.1 The Vendor shall develop design documents to include the technical architecture and system design of the application. This documentation shall contain the architectural diagrams as well as system configuration and any custom development to the application. The documentation shall be detailed enough for reviewers to understand the function and appearance of all screens.

5.5.2 Interfaces — The Vendor shall be responsible for implementing all aspects of the interfaces described in the Technical Requirements. The Vendor shall be responsible for working with the Agency Project Manager and Agency IT Project Manager to understand the technical interface requirements.

5.5.3 Hardware — If a state hosted solution is proposed, upon award, the Vendor shall work with the SD ATG and SD BIT to understand the existing infrastructure, assess hardware and software compatibility, and gather information on licenses available for use on this project. The findings of these examinations shall be compiled by the Vendor and submitted to the Agency Project Manager. All Vendor warranty and licensing agreements associated with this system shall be in the name of the SD ATG. The Vendor shall install, test and commission all software required to support the system.

LLEAs shall be responsible for providing user workstations. SD ATG/BIT shall discuss any suggested network enhancements. The Vendor's responsibilities are limited to suggesting the improvements to network infrastructure during proposal submission and as a result of the design efforts.

5.5.4 Acquisistion of third party applications or data bases for RFPSThe acquisition of any third-party software, hardware or databases needed to fulfil the project's contract requires the active participation of the State. The State must approve the costs as well as the terms and conditions of the acquisition of each individual item. The terms and conditions of the acquisition of any open source or freeware software must be also be approved by the State before acquisition. Project plans should allow sufficient time for the acquisition process.

5.5.5 Application Software Code — Preference will be given to Vendor solutions which deliver all application software code to SD ATG in an acceptable format (DVD, tape, ftp site, etc.).

5.5.6 Technical Documentation — If proposing State hosted solution, System and Technical Documentation sufficient for SD ATG IT to maintain and support the system shall be provided by the selected Vendor, including documentation for the software application, data repository, data interfaces, network etc.

5.5.7 Detailed Project Schedule and milestones with delivery dates showing sub-projects activities and tasks, milestones and targeted delivery data and resources required and allocated to each. The Project Schedule shall be updated on a weekly basis in MS Project and submitted to the Agency Project Manager and Agency IT Project Manager.

5.5.8 Plan of Work — a subordinate document made following establishment of a contract with the awarded Vendor and acceptance of a Project Management Plan. One or more SOWs may be used to provide specific details regarding migration, testing, acceptance and related project work, but may not modify the terms of the contract.

5.5.9 Weekly Status/ Progress Reports that reflect the current status of each active project task, projection of work to be performed the next week, alerts of potential problems and schedule delays and risk mitigation plans.

5.5.20 The Vendor's organization chart and staffing table with names and title of personnel assigned to the project. This shall be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of SD ATG. Resumes shall be included with the organizational chart for all Vendor staff assigned to the project.

5.5.11 Each project milestone shall have individual Acceptance Criteria which detail the completion of the specific milestone. The Acceptance Criteria are to be mutually developed by the Agency and the awarded Vendor and reduced to writing within forty-five (45) days after the contract award. Vendor payments shall be made pursuant to the Payment Plan that corresponds to each completed milestone as negotiated between the parties.

5.5.12 Communications Plan including contact list, meetings, document distributions, reports, etc.

5.5.13 Issue & Risk Management Plans and Logs—documented plans for logging and managing issues and risks, as well as the associated tracking logs jointly maintained by the Vendor and SD ATG Project Manager, to be reviewed / updated weekly.

5.5.14 Action Item Log — tracking all open project related action items, assignments and due dates jointly maintained by the Vendor and SD ATG Project Manager, to be reviewed / updated weekly.

5.5.15 Staffing and Resource Management Plan — indicates people, system, and network resources required for this procurement by month. This plan shall cover both Vendor and SD ATG/BIT resources.

5.5.16 Configuration Management Plan — describing the version control methodology that shall be in place to manage documentation versions and software releases.

5.5.17 Change Management Plan and a change control board (CCB) comprised of the Vendor, the Development Team Project Manager, the Agency Project Sponsor or Assistant, the Agency IT Project Manager and the Agency Project Manager, are jointly to decide on any changes to this project, pursuant to a mutually agreeable change process that shall be set out as part of the project plan. The CCB shall meet on an ad hoc basis when changes are necessary to the project and, if also needed, to the contract. The RFP terms and conditions shall be followed when implementing any changes to the contract, including any necessary State Procurement approvals.

5.5.18 Test Plans - including Integration Testing, User Acceptance Testing, Load Testing and documented test results. Vendor shall recommend specific test levels and structured test environment required for this contract for SD ATG's approval.

5.5.19 Acceptance Plan shall define the process to be followed and criteria for acceptance of each milestone and deliverable. The Acceptance Plan shall include the following elements: Introduction (including the purpose of the Acceptance Plan, Scope, Definitions, References, and Overview), Roles and Responsibilities, Acceptance Tasks, Criteria for Milestones and Deliverables (Section 6), Problem Resolution and Corrective Action, Acceptance Environment and Deliverable/Service Acceptance.

5.5.20 Payment Plan: payment to the awarded Vendor shall be upon the completion and acceptance by SD ATG of each milestone as defined in the project schedule pursuant to Section 6.0, and Payment Terms. The value of each milestone shall be established in the Vendor's Cost Proposal and negotiated and agreed upon during the contract negotiations phase. Any payment change request shall require submission to and approval of SD ATG. The Vendor shall provide an annual payment plan for the life of this contract if requested by SD ATG.

5.5.21 Quality Management Plan describes the Vendor's method of testing the system and ensuring defects are identified and resolved. Upon award of contract, the Vendor and SD ATG Project Manager shall create the quality management plan together as part of the project management plan development stage. The final version shall be accepted by the Agency in writing before Vendor may proceed with implementation of the Contract. The quality management methodology that shall be used in this Contract shall be included in the Quality Management Plan.

5.5.22 Implementation Plan — describes how the Vendor's solution shall be deployed, installed and transitioned into an operational system. The plan contains an overview of the system, a brief description of the major tasks involved in the implementation, the overall resources needed to support the implementation effort (such as hardware, software, facilities; materials, and personnel), and any site-specific implementation requirements. The implementation schedule shall be mutually agreed upon and set between SD ATG and the Vendor.

5.5.23 Disaster Recovery Plan — If proposing a Vendor hosted solution, Vendor shall provide a detailed plan describing the approach to disaster recovery for enabling the software to come back online; including failover/restore capabilities from single server hard drive failure to entire server failure, etc. A detailed test plan to test the various failover/recovery aspects shall be included. The final disaster recovery plan will need to be vetted and approved upon vendor selection and working in conjunction with SD ATG IT/BIT staff. If proposing a State hosted solution, meeting state hosted standards, this will provided by BIT. A disaster recovery plan for the 24/7 program should have a downtime of no more than 12 hours.

5.6 NON STANDARD SOFTWARE AND HARDWARE

State standard hardware and software should be utilized unless there is a reason not to. If your proposal will use non-standard hardware and or software you must first obtain State approval. If your proposal recommends using non-standard hardware and or software, the proposal should very clearly indicate what non-standard hardware or software is being proposed and why it is necessary to use non-standard hardware or software to complete the project requirements. The use of non-standard hardware and/or software requires use of the Moratorium Process if the solution is hosted by the State. This process can be found through the Standards' page and must be performed by State employees. The costs of such non-standard software or hardware should be reflected in your cost proposal. The work plan should also account for the time need to use the Moratorium Process. See http://bit.sd.gov/standards/, for lists of the State's standards. The proposal should also include a link to your hardware and software specifications.

If non-standard software and or hardware are used the project plan and the costs stated in 8.7 will have to include service desk and field support, since BIT can only guarantee best effort support for standard hardware and software. If any software development may be required in the future hourly development rates should also be stated. The project plan should also include the development and implementation of a disaster recovery plan since non-standard software and hardware will not be covered by the State's disaster recovery plan. This should also be reflected in the costs.

There is also a list of technical questions, Security and Vendor Questions which is attached as Appendix E. These questions must be answered, and signed by the Offeror and may be used in the proposal evaluation.

6.0 COST PROPOSAL

Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

Cost will be evaluated as part of the technical proposal. Offerors may submit multiple costs in their proposal. All costs related to the provision of the required services must be included in each proposal offered.

The Offeror shall submit a statement in the Proposal that attests the Offeror's willingness and ability to perform the work described in this RFP for the price being offered. The Offeror shall submit a statement in the Cost Proposal that attests the Offeror's willingness and ability to perform the work described in this RFP for the price being offered.

6.1 STAFFING

Name	Role	Total Hours on Project	Total Hours on Site	Hourly Rate	Total
				Total:	

6.2 TRAVEL AND EXPENDITURE TABLE

Name	Method of Travel	Cost per trip	Number of Trips	Total Cost
			Total:	

Name	Lodging Cost per night	Number of Nights	Lodging Cost	Per diem	Number of Days	Per diem Cost	Total Cost
Totals:							

NOTE: SD ATG asks that vendors accept state per diem. Lodging per diem is $55/night and is readily achievable in South Dakota. Food per diem is $26/day.

6.3 OTHER COSTS

Show any other costs such as: software, hardware, ongoing costs, etc.

	One Time	Year 1	Year 2	Year 3	Totals
Hardware					
Software					
Maintenance					
License Fees					

Training					
Other…					
Totals					

6.4 ADDITIONAL WORK

The Offeror may be expected to perform additional work as required by any of SD ATG signatories to a contract. This work can be made a requirement by SD ATG for allowing the application to go into production. This additional work will not be considered a project change chargeable to SD ATG if it is for reasons of correcting security deficiencies, meeting the functional requirements established for the application, unsupported third party technologies or excessive resource consumption. The cost for additional work should be included in your proposal.

7.0 PROPOSAL EVALUATION AND AWARD PROCESS

7.1

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

7.2

Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

7.3

The qualifications of the personnel proposed by the Offeror to perform the requirements of this RFP, whether from the Offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

7.4 Evaluation Criteria

7.4.1 Specialized expertise, capabilities and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements
Project Plan

7.4.1.1 Application software functionality

7.4.1.2 Training and documentation Options

7.4.1.3 Warranty and maintenance terms and tiers

7.4.1.4 Customer Service options

7.4.2 Proposed project management techniques

7.4.3 Resources available to perform the work, including any specialized services, with the specified time limits for the project.

7.4.3.1 Technical Environment

7.4.3.2 Timeline

7.4.4 Cost

7.4.4.1 Project cost

7.4.4.2 Maintenance cost

7.4.5 Record of past performance including price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration.

7.4.6 Ability and proven history in handling special project constraints

7.4.7 Availability to the project locale

7.4.8 Familiarity with the project locale

SD ATG reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of SD ATG.

7.5 Award

The requesting agency and the highest ranked Offeror shall mutually discuss and refine the scope of services for the project and shall negotiate contract terms, including compensation and performance schedule.

7.5.1

If the agency and the highest ranked Offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the vendor. The agency may then negotiate with the next highest ranked vendor.

7.5.2

The negotiation process may continue through successive Offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

8. BEST AND FINAL OFFERS

SD ATG reserves the right to request best and final offers. If so, SD ATG will initiate the request for best and final offers; best and final offers may not be initiated by an Offeror. Best and final offers may not be necessary if SD ATG is satisfied with proposals received.

If best and final offers are sought, SD ATG will document which Offerors will be notified and provide them opportunity to submit best and final offers. Requests for best and final offers will be sent stating any specific areas to be covered and the date and time in which the best and final offer must be returned. Conditions, terms, or price of the proposal may be altered or otherwise changed, provided the changes are within the scope of the request for proposals and instructions contained in the request for best and final offer. If an Offeror does not submit a best and final offer or a notice of withdrawal, the Offeror's previous proposal will be considered that Offeror's best and final proposal. After best and final offers are received, final evaluations will be conducted.

South Dakota 24/7 Sobriety Program Webpage & Data Collection RFP Requirements and Requests (Art Mabry - November 2016)			
Ref #	**Description/Function**	**Revise**	**Name**
1.0	**Sign In**		
1.1	Username - First name initial, full last name		
1.2	Password - Set by User. Capable of being reset by Admin.		
1.3	New User Link - Used by a new User to set unique password		
1.4	List Admin contact for assistance including phone number and email link.		
1.5	OPTIONAL SIGNON CHANGE: single sign on authentication through RISS.NET using federated services.		
2.0	**Main Page (Rename: Home Page) - Site Administration**	X	
2.1	**No Show List** - Used to track Participants who haven't performed their scheduled testing		
2.1.1	Quick Link - No shows for AM and PM with link to alphabetized list		
2.1.2	Name (link to account), Test type, Balance, Link to apply No Show, Link to apply excused absence including reason.		
2.2	**Add Existing Participant** - Used when a Participant is enrolled at a testing site but needs to test at one or more other sites.		
2.2.1	Adding the Participant's account number adds the Participant to the new testing site.		
2.3	**State Account Disbursement (Rename: Agency State Participation Fee Payments)** - Participation Fees paid to AG for PBT.	X	
2.3.1	Add a Disbursement - Completed when payment made to AG (Amount, date and comments)		
2.3.2	From/To - Defaults to last 3 months. Capable of searching any duration or specific timeframe.		
2.3.3	List includes date, State fees owed that date by Participants, unpaid fees for that date, collected fees for the date, disbursements to AG and balance		
2.3.4	View Link - Goes to page that lists all the Participants owing State fee for that date, amount and paid/unpaid.		
2.3.5	Total State Fees -Total unpaid = Collected State Fees - Total Disbursements = Balance Change + Balance Forward = New Balance for period selected		
2.4	**SCRAM Payments to Disburse (Rename: SCRAM Payments Due to AG)** - SCRAM payments collected by testing site current balance.	X	
2.4.1	Add a Disbursement - Lists the amount of SCRAM fees owed to AG. Add Disbursement link sends it to Admin page and SCRAM Disbursement (History)		
2.4.2	Update - Changes the ending date of SCRAM payments received.		
2.4.3	List includes name link to Participants page, date payment received, amount and receipt number.		
2.5	**SCRAM Disbursements** - History of SCRAM payments.		
2.5.1	From/To - Defaults to last year. Capable of searching any duration or specific timeframe.		

2.5.2	Status - Received = Received by AG, Unreceived = Submitted but not received by AG and Undisbursed = Not paid yet.		
2.5.3	View Link - Goes to the details for the listed status.		
2.6	**Change Password** - Ability for individual User to change their password.		
2.7	**Manage User** - Ability for individual User to remove another agency User.		
	Reports		
2.8	**Account Activity** - Displays testing site activity for a specific date.		
2.8.1	Date - Can be manually changed.		
2.8.2	Shift - Selection of AM or PM		
2.8.3	Type - Payments, refunds, balance adjustments and test types		
2.8.4	Details - Used to customize the report.		
2.9	Participants - Detailed information regarding all the Participants who have been enrolled/tested at the testing site		
2.9.1	Agency - Search by the entity that placed the individual on the program.		
2.9.2	Court Reason - Search by the reason placed on the program **(Descriptions need clarification)**	X	
2.9.3	Judge - Search by a specific Judge		
2.9.4	Offense - Search by a specific offense		
2.9.5	Status - Search by Participant status		
2.9.6	Test Type - Search by specific test type.		
2.9.7	Fees - Search by waived fees		
2.9.8	Group By - Group by any of the above searches.		
2.9.9	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.10	**Repeat Participants** - Lists Participants who have been enrolled more than once.		
2.11	**SCRAM Days** - Lists SCRAM Participants total days on SCRAM during a specific timeframe.		
2.11.1	From/To - Defaults to the previous month. Capable of searching any duration or specific timeframe.		
2.11.2	List includes name link to Participants page, SCRAM site and total days.		
2.12	**SCRAM Participants** - Lists SCRAM details for each SCRAM Participant		
2.12.1	Lists SCRAM Site, name with link, date started/finished and financial information ref payments.		
2.13	**Summary** - Overview of activity including tests, financial and court reason		
2.13.1	From/To - Defaults to the last month. Capable of searching any duration or specific timeframe.		
2.13.2	Show - Switch between Days and Shifts		
2.13.3	Test Type - Search by specific test type.		
2.13.4	Agency - Search by the entity that placed the individual on the program.		
2.13.5	Court Reason - Search by the reason placed on the program (Descriptions need clarification)		
2.13.6	Date Link - Goes to Account Activity for the specific date.		
2.13.7	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.14	**Officer Test Counts** - Lists PBT and UA tests per testing officer		
2.14.1	From/To - Defaults to the previous month. Capable of searching any		

	duration or specific timeframe.		
2.14.2	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.15	**Unpaid Fees** - Lists unpaid fees for the testing site for Active and Inactive Participants (SCRAM fees are only activation/deactivation fees - not daily fees)		
2.15.1	Agency - Search by the entity that placed the individual on the program.		
2.15.2	Court Reason - Search by the reason placed on the program (Descriptions need clarification)		
2.15.3	Judge - Search by a specific Judge		
2.15.4	Offense - Search by a specific offense		
2.15.5	Test Type - Search by specific test type.		
2.15.6	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.16	**Unpaid SCRAM Fees -** Lists unpaid SCRAM daily fees for Active and Inactive Participants		
2.16.1	Agency - Search by the entity that placed the individual on the program.		
2.16.2	Court Reason - Search by the reason placed on the program (Descriptions need clarification)		
2.16.3	Judge - Search by a specific Judge		
2.16.4	Offense - Search by a specific offense		
2.16.5	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.17	**Temporary Removals** - Lists Participants with a Temporary Removal status		
2.17.1	List includes name link to Participants page.		
2.17.2	Return Date - Anticipated date with status will change to Active		
2.17.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.18	**Cash Report** - Daily Cash Report for the testing site by personnel		
2.18.1	Date - Search by date.		
2.18.2	Shift - Selection of All, AM or PM		
2.18.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.19	**Useful Links** - Links to webpages, emails or documents associated with the Program		
2.20	**Search for Participants** - Search by Last, First or both names		
2.21	**Open Receipt** - Supposed to be able to search for a receipt. Often doesn't work, especially for voided receipt. **(Change to Search for Receipt)**	X	
2.22	**Current Participants** - List of Active Participants **(Change title to Active Participants)**	X	
2.22.1	List includes name link to Participants page.		
2.22.2	Date of Birth		
2.22.3	Date and time of last test		
2.22.4	Test Type - Currently lists first test for Participant **(Change to reflect the current test type)**	X	
2.23	**Removed Participants** - Participants who have been temporarily removed		
2.23.1	Same information as Current Participants (2.22.1 thru 2.22.4)		

2.24	**Participants expected to complete the program in 30 days**		
2.24.1	List includes name link to Participants page.		
2.24.2	Scheduled end date - Anticipated last test date		
2.25	**Participants who should have completed the program** - Same information as 2.24 (2.24.1-2.24.2)		
	Header Links		
2.26	**Search for Participants** - Search by Last, First or both names		
2.27	**No Shows** - Same as No Show List (2.1-2.1.2)		
2.28	**New Participant** - Enrollment page for new Participant		
2.28.1	First Name, Middle Name, Last Name, Jr/Sr, Gender (dropdown box), DOB **(insert selection box)**, County (dropdown box)	X	
2.28.2	Driver's License Information - Number (required unless suspended or revoked), Work Permit Number, check box for Suspended/Revoked		
2.28.3	Primary Address - Required		
2.28.4	Secondary Address - Currently optional		
2.28.5	Contact Info - Phone (Home, Work and Cell), Email Address		
2.28.6	24/7 Program Information		
2.28.7	Type **(Change to Agency)** - Select the entity that placed the individual on the program.	X	
2.28.8	Judge - Select the Judge responsible for placing Participant on the program		
2.28.9	Court Reason - Select the reason placed on the program (Descriptions need clarification)		
2.28.10	Consent Form - **Change to Consent Form Signed: Yes/No dropdown box.** Required.	X	
2.28.11	Start Date - First date of testing. Required		
2.28.12	Scheduled end date - Anticipated last test date		
2.28.13	Offense - Select a specific offense from dropdown box		
2.28.14	Other Offense		
2.28.15	Comment Box - Used for general comments		
2.28.16	Alert Box - Used for important alerts (i.e. Warrant on File). Flashes red at top of Participant's page.		
2.28.17	Employment Information - Employer, address, phone and Supervisor **(add email address box)**	x	
2.29	**Help** - General guide to webpage with links to specific areas. **Expand to a full User's Guide with Frequently Asked Questions/Answers**	X	
2.30	**Logout** - Sign off		
3.0	**Participant's Home Page**		
3.1	**Edit** - Link to Participant's Enrollment Page		
3.2	**Change Status** - Change status to Removed or Completed		
3.3	**Information from Enrollment Page**		
3.4	**State Account** - State Participation Fee Balance **(Change title to State Participation Fee)**	X	
3.4.1	Add a Payment		
3.4.2	Refund Money		
3.4.3	Adjust Balance		
3.4.4	Payment/Refund Info - Date, Description (including link to receipt),		

	Financial info, Recorded By and check box to remove payment/refund due to error		
3.5	**PBT Balance** - View Account - Local financial information. Same info as 3.4.4		
3.6	**U/A Balance** - View Account - Local financial information. Same info as 3.4.4		
3.7	**Drug Patch Balance** - View Account - Local financial information. Same info as 3.4.4		
3.8	**Interlock Balance** - View Account - Local financial information. Same info as 3.4.4		
3.9	**SCRAM Balances** - Local Activation/Deactivation Fees - View Account - Local financial information. Same info as 3.4.4		
3.9.1	SCRAM Activation/Deactivation Fees that stay with Testing Site. **(Change Title to SCRAM Activation/Deactivation)**	X	
3.9.2	SCRAM Daily Fees - Forwarded to AG's Office. **(Change Title to SCRAM Daily Fees)**	X	
3.9.21	Amount to Disburse - $1.00 disbursement back to testing agency for positive balance		
3.9.22	Disbursed - Yes/No		
3.9.23	SCRAM Site - Testing site responsible for SCRAM. Receives disbursement.		
3.10	**Tests** - Lists and manages the testing methods		
3.11	**2xPBT** - Edit link goes to page to waive fees. Remove link removes the test type.		
3.12	**Drug Patch** - Local Activation/Deactivation Fees - View Account - Local financial information. Same info as 3.4.4		
3.13	**Interlock** - Edit link goes to Inspection schedule. Remove link removes the test type.		
3.14	**SCRAM** - Remove link stops daily fees and posts the deactivation fee.		
3.15	**U/A** - Edit link goes to scheduling page to include waiving fees option.		
3.16	**Add Test Type** - Link goes to dropdown box of test types. Adding SCRAM automatically starts daily fees and posts activation fee.		
3.17	**Alert Box** - Used for important alerts (i.e. Warrant on File). Flashes red at top of Participant's page.		
3.18	**Comment Box** - Used for general comments		
3.19	**Option for adding photo**		
3.20	**Option for editing, removing or adding additional Interested Parties**		
3.21	**Documents** - Link to add documents (i.e. Court Orders, Participation Agreements, etc.)		
3.22	**Test Log** - PBT, UA and Interlock Pass/Fail log		
3.23	**Link to Drug Patch Management page.**		
3.23.1	Drug Patch Management page.		
	Recommended Changes from Testing Sites	**Testing Site**	
4.1	Participant List should include Name, DOB and OLN - Used to run Warrant Checks	Minnehaha	
4.2	Add a printable violation report	Minnehaha	
4.3	Add Warrant Affidavit form	Minnehaha	
4.4	No Show List - Ability to sort/view by Test Type	Minnehaha	
4.5	Ability to print multiple receipts for one payment (i.e. $50 payment - print 5 $10.00 receipts). Used as UA tickets.	Minnehaha	

4.6	Add payments directly from the Participant's Home Page	Minnehaha
4.7	Larger button to log test	Minnehaha
4.8	Fingerprint identification	Minnehaha
4.9	Better management of comments on Participants Home Page. Only show recent notes. Archive previous notes.	Minnehaha
4.10	Ability to run missed tests by date	Minnehaha
4.11	Report for SCRAM Daily Fees by date/shift. Same for Activation/Deactivation fees	Minnehaha
4.12	Remove Tester's last name from receipt. Create ID # for tester.	Minnehaha
4.13	U/A and Drug Patch Reports that lists substance	Minnehaha
4.14	Include SCRAM payments/refunds in Cash Report for each shift	Minnehaha
4.15	Give Tester's ability to reactivate all Participants.	Minnehaha
4.16	Phone number fields automatically populate correctly (555) 555-5555	Minnehaha
4.17	Add Court File Number	Butte
4.18	Participant's Name in red bold if they have a negative balance in any account. This would apply to Home Page and any Lists run including them.	Pennington
4.19	Automatically add notice in Alert box for any negative balance.	Pennington
4.20	Updated total of State Participation Fees paid/owed to complete the 30 days ($30.00)	Pennington
4.21	U/As trackable by date in addition to days	Pennington
4.22	Add Involuntary Commitment, Probation and Parole to Offense drop down list.	Lincoln
4.23	Distribute information across page in a manner for easier reading	Pennington
4.24	Tracking mechanism for failed tests for each Participant	Pennington
4.25	Unique Participant ID number separate from the Account numbers. ID number would remain the same throughout 24/7 no matter how many accounts.	
4.26	Show balances on all receipts	Pennington
4.27	Add Attorney General to Court Reason Dropdown	Pennington
4.28	Use Military Time without semi-colon	Minnehaha
4.29	Statistics - Average days on 24/7 Program	
4.30	Automatically change status to removed if no logged test in 7 days.	
4.31	Total days a Participant is on the program (all tests)	
4.32	Receipt should list the type of test.	Minnehaha
4.33	Add ability for U/A test on a monthly basis	Pennington
4.34	Temporary removal automatically posts to No Show List on date scheduled to return	Minnehaha
4.35	Log Testing site and Tester on each test	Brookings
4.36	Ensure fee for test is deducted before payment is logged - create an accurate receipt	Minnehaha
4.37	Ability for testing sites to view all receipts including voided receipts	
4.38	All data from current website transferred to new website	
4.39	Only enrolling site can change the status of a Participant	Brookings
4.40	Add new test type for Mobile Breath Alcohol Testing Device. Should be set up similar to SCRAM	
5.0	**Administrative Page**	

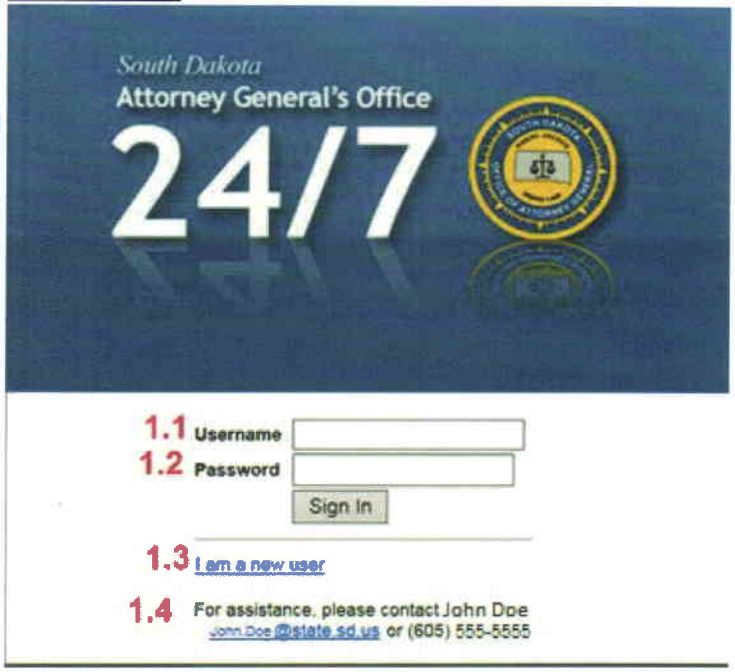
5.1	**Combine Participants Link** - Combines accounts when a new account is made in error. **(Change title to Combine Accounts)**	
5.1.1	Enter accounts number to keep and the one to remove.	
5.1.2	Combine Participants link moves data from the "Remove" account to the "Keep" account then deletes the "Remove" account	
5.2	**Manage Users Link** - Adds Users/Testers to the Program	
5.2.1	Search by Testing Site and User	
5.2.2	Dropdown box to select testing site	
5.2.3	Page displays Name, Username, Phone, Email	
5.2.4	Edit -Link take you to the User's information page	
5.2.5	New User Link - Used by admin to add a new User.	
5.2.6	New User enrollment page	
5.2.7	Site - Select Testing Site	
5.2.8	Username	
5.2.9	Type - Provides type of access (Normal, Supervisor, Admin) **(Add Read Only Access)**	
5.2.10	Name Info.	
5.2.11	Contact Info.	
5.3	**Manage Agency User Link** - Gives specific agencies access to entire state 24/7 data base.	
5.4	**Manage Judges Link** - List of Judges available for testing sites to select.	
5.4.1	Edit Link - Used to remove Judge from list or move to another court.	
5.4.2	New Judge Link - Used to add new Judge to the list	
5.4.3	New Judge Page - Enter Name and Circuit	
5.5	**Manage Sites Link** - List of approved testing sites	
5.5.1	Edit Link - Goes to site's information page	
5.5.2	New Site Link - Used to add a new testing site.	
5.5.3	New Site Info Page	
5.6	**Manage Testing Fees Link** - Ability to change the testing fees for specific test types. Applied from change forward (no change to previous charges)	
5.6.1	Test Type - Search by specific test type.	
5.6.2	Enter new fees	
5.7	**State Disbursements Link** - State Participation Disbursements from testing sites. **(Change to State Participation Fee Disbursements)**	
5.7.1	From/To - Defaults to the last 3 months. Capable of searching any duration or specific timeframe.	
5.7.2	Date, Site and Amount	
5.7.3	Remove Link - Allows administrator to remove the payment from this page and the agency's State Account Disbursement page	
5.7.4	Approve Link - Allows administrator to confirm payment when received.	
5.7.5	Save to Spreadsheet Link - Save to Excel for searching and data formatting.	
	SCRAM	
5.8	**County to State SCRAM Disbursement** - Lists Unreceived and Undisbursed SCRAM payments.	
5.8.1	Unreceived Disbursements - Payments submitted or mailed by agency	

	but not yet received by AG	
5.8.2	Site Name, Status, Date/time posted and Amount	
5.8.3	View Link - Goes to page with specific details regarding that payment	
5.8.4	Change Status Link - Changes payment to Received.	
5.8.5	Undisbursed Payments - SCRAM payments collected at testing site but not forwarded to AG.	
5.8.6	View Link - Goes to page with specific details regarding that payment	
5.8.7	Received Payments - List of all SCRAM payments received by AG from testing sites.	
5.8.8	From/To - Defaults to the last year. Capable of searching any duration or specific timeframe.	
5.8.9	View Link - Goes to page with specific details regarding that payment	
5.9	**State to County SCRAM Disbursements** - Used to determine Quarterly SCRAM Allocations returned to testing agency	
5.9.1	Agency Name Link - Goes to page with specific SCRAM disbursement details for that agency.	
5.9.2	Balance Due (Based on SCRAM payments received from testing site. $1.00 per day per active bracelet with a positive account balance.)	
5.9.3	Add a Disbursement - Completed by Administrator when disbursement is paid	
5.9.4	Add a Balance Adjustment - Completed by Administrator when necessary	
5.9.5	Daily activity including earned allocation and current balance. Also includes disbursements when paid.	
5.9.6	View Link - Goes to page with specific details for the allocation/disbursement for that date.	
5.10	**SCRAM Account Status Link** - Used by Administrator to monitor SCRAM balances and initiate action to collect delinquent accounts	
5.10.1	Site - Select Testing Site	
5.10.2	Balance - Search by All, Negative, Positive and Zero	
5.10.3	Search by Active/Inactive/All	
5.10.4	Delinquency - Search by Non-Delinquent, Delinquent, All	
5.10.5	Payment Plan - Search by Weekly, Bi-Weekly, Monthly	
5.10.6	Action Needed -Yes/No	
5.10.7	Name Link - Goes to page with specific details	
5.10.8	Change Status	
5.10.9	Change Payment Plan	
5.11	**SCRAM County Disbursement Start Dates Link** - SCRAM Quarterly Allocation starting dates for each agency. Agency Link - Goes to setting date page.	
5.11.1	Set starting date for agency. Current date automatically fills. Can be manually changed.	
5.12	**SCRAM Fee Gaps Link** - Used by Administrator to fill in system wide missing SCRAM Daily Fees (used when system offline at time of daily fee auto logging)	
5.12.1	Date Range - Used to search for missing SCRAM Daily Fees.	
	Reports	
5.13	**Participants Link** - Goes to page to search Participants	

5.13.1	Dropdown box to select Testing Site	
5.13.2	Dropdown box to select test type, Judge, Agency, Offense or Status	
5.13.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.	
5.14	**Daily Activity Link** - Goes to page with specific testing details by date and testing site.	
5.14.1	From/To - Defaults to the last month. Capable of searching any duration or specific timeframe.	
5.14.2	Dropdown box to select Testing Site	
5.14.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.	
5.15	**Fees Earned Link** - Local fees collected for the local agency 24/7 Program fund.	
5.15.1	From/To - Defaults to the last month. Capable of searching any duration or specific timeframe.	
5.15.2	List by Agency includes 1xPBt, 2xPBT, UA and Drug Patch **(Add Ignition Interlock and SCRAM Allocations)**	
5.15.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.	
5.16	**Duplicate Fees and Payments Link** - Goes to page that displays possible duplicate SCRAM Fees and Payments	
5.16.1	From/To - Defaults to the last day. Capable of searching any duration or specific timeframe.	
5.16.2	Possible Duplicate SCRAM Fees	
5.16.3	Possible Duplicate SCRAM Payments	
5.16.4	Name Link - Goes to Participants SCRAM pages (Activation/Deactivation and Daily Fees depending on location of possible duplication)	
5.17	State Fees Owed Link - Goes to page displaying State Participation Fees owed.	
5.18	**Test Stats Link** - Statistics for the 24/7 Program. Automatically loads from starting date of program to current date **(Eliminate automatic search)**	
5.18.1	From/To - Defaults to starting date of program to current date. Capable of searching any duration or specific timeframe. **(Change starting date)**	
5.18.2	Dropdown box to select All or specific testing site.	
5.18.3	PBT Stats - Includes 1xPBT and 2xPBT	
5.18.4	U/A Stats	
5.18.5	Drug Patch Stats	
5.18.6	Save to Spreadsheet Link - Save to Excel for searching and data formatting.	
5.19	**Action Log Link** - List of daily programming runs	
5.19.1	From/To - Defaults to the last month. Capable of searching any duration or specific timeframe.	
5.19.2	List of programming run details.	
5.20	**Records Pending Removal Link** - Administrator approves all removals from the program. Link goes to page with specific details of each removal.	
5.21	Switch to Site Link - Goes to selected testing site's main page as Administrator	

5.22	**Disaster Recover**
5.22.1	A disaster recovery plan will need to be implemented if the solution is Vendor hosted.
5.22.2	A disaster recovery should bring the system back up within 12 hours.

Log In



Main Page

24/7 Program

Brookings - John Doe

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Site Administration

List No Shows 2.1
Add Existing Participant 2.2
Calibrations Remove
State Account Disbursements 2.3
SCRAM Payments to Disburse 2.4
SCRAM Disbursements 2.5

Change Password 2.6
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Reports

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Temporary Removals 2.17
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Search / Add Remove

Useful Links 2.19

SCRAM
SCRAM Supplies
Intoximeter Supplies
Forms/Documents
24/7 Listserv
24/7 County Contact List
CPS Contact Numbers
Intoxalock Service Centers

SCRAM Customer Support
(303) 785-7879
support@alcoholmonitoring.com

For assistance, please contact John Doe
John.Doe@state.sd.us
(605) 555-5555

Search Participants 2.20

Last | First | Search

Open Receipt 2.21

Receipt # | Search

Current Participants 2.22

Name 2.22.1	2.22.2 DOB	Last Tested 2.22.3	Type 2.22.4
Smith, John J	9/29/1995	09/29/2016 15:33	SCRAM
Smith, John Jacob	1/29/1995	10/28/2016 09:24	U/A
Smith, Jane A	5/20/1975	10/29/2016 07:12	2x PBT
Smith, Jane Ann	6/18/1990	08/03/2016 14:33	SCRAM

Removed Participants 2.23

2.23.1

Name	DOB	Last Tested	Type
Smith, John J	10/26/1983	08/11/2015 12:50	2x PBT
Smith, John Jacob	12/1/1985	05/15/2011 22:05	2x PBT
Smith, Jane A	7/18/1989	09/18/2015 20:48	2x PBT

Participants expected to complete the program with 30 days 2.24

Name 2.24.1	Scheduled End Date 2.24.2
Smith, John J	11/16/2016
Smith, John Jacob	11/24/2016

Participants who should have completed the program 2.25

Name	Scheduled End Date
Smith, Jane A	04/27/2016
Smith, Jane Ann	06/01/2016
Smith, John J	06/07/2016

No Show List

24/7 Program

Brookings - John Doe

Main Search No Shows New Participant Help Logout

Quick Links

Sat AM A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

Fri PM A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

2.1.1

Missed Tests

For Sat AM

Name	Test	Balance		
Smith, John J	2x PBT	$2.00	Add No-Show	Add Excused
Smith, John Jacob	2x PBT	$0.00	Add No-Show	Add Excused

2.1.2

Missed Tests

For Fri PM

	Test	Balance		
Smith, John J	2x PBT	$2.00	Add No-Show	Add Excused
Smith, John Jacob	U/A	$0.00	Add No-Show	Add Excused

Add Existing Participant

24/7 Program

Brookings - John Doe

Main Search No Shows New Participant Help Logout

Add Existing Participant 2.2

Please enter the participant ID (eg. 'NJEG-T5XZ') below to add a participant from another site to your site's list of participants.

2.2.1 Add Participant

State Account Disbursements

24/7 Program

Brookings - John Doe

Main Search No Shows New Participant Help Logout

State Account Disbursements

Brookings

Add a Disbursement 2.3.1

Amount

Date 10/29/2016 09:16

Comments

Add Disbursement

From 07/31/2016

To 10/29/2016 2.3.2

update

2.3.3

Date	State Fees	Unpaid Fees	Collected Fees	Disbursements	Balance		
10/29/2016	$3.00	$2.00	$1.00	$0.00	$60.00	View	2.34
10/28/2016	$5.00	$1.00	$4.00	$0.00	$59.00	View	
10/27/2016	$6.00	$1.00	$5.00	$0.00	$55.00	View	
Totals:	$605.00	$8.00	$597.00	$640.00			

Total State Fees	$605.00
- Total Unpaid	$8.00
Collected State Fees:	$597.00
- Total Disbursed	$640.00
Balance Change	($43.00)
+ Balance Forward	$103.00
New Balance	$60.00

2.3.5

SCRAM Payments to Disburse

24/7 Program

Brookings - John Doe   Main Search No Shows New Participant Help Logout

SCRAM Payments to Disburse 2.4

Brookings

Add a Disbursement

Amount $1,520.00

Date 2.4.1

Comments

Add Disbursement

To 10/29/2016 2.4.2

update

Name		Posted	Date	Amount	Receipt Number
Smith, John J	2.4.3	10/17/2016 12:14	10/17/2016	$42.00	Receipt #18740
Smith, John Jacob		10/24/2016 17:02	10/24/2016	$40.00	Receipt #18858

SCRAM Disbursements

24/7 Program

Brookings - John Doe   Main Search No Shows New Participant Help Logout

SCRAM Disbursements 2.5

Brookings

From 10/29/2015

To 10/29/2016 2.5.1

update

Status 2.5.2	Posted	Date	Amount		
Undisbursed			$1,520.00	View	2.5.3
Unreceived	10/17/2016 14:04	10/17/2016	$2,039.00	View	
Voucher for $2,039.00 turned in to Brookings County Finance Office for this payment to the SD AG Office. (John Doe)					
Received	10/05/2016 16:03	10/05/2016	$2,802.00	View	
Voucher for $2,802.00 turned in to Brookings County Finance Office for this payment to the SD AG Office. (John Doe)					
Received	09/23/2016 11:22	09/23/2016	$1,910.00	View	
Voucher for $1,910.00 turned in to Brookings County Finance Office for this payment to the SD AG Office. (John Doe)					

Total Undisbursed:	$1,520.00
Total Unreceived:	$2,039.00
Total Received:	$51,975.00

Account Activity

24/7 Program

Brookings - John Doe

Main Search No Shows New Participant Help Logout

Account Activity 2.8

Date 10/29/2016 2.8.1

Shift All 2.8.2

Type All 2.8.3

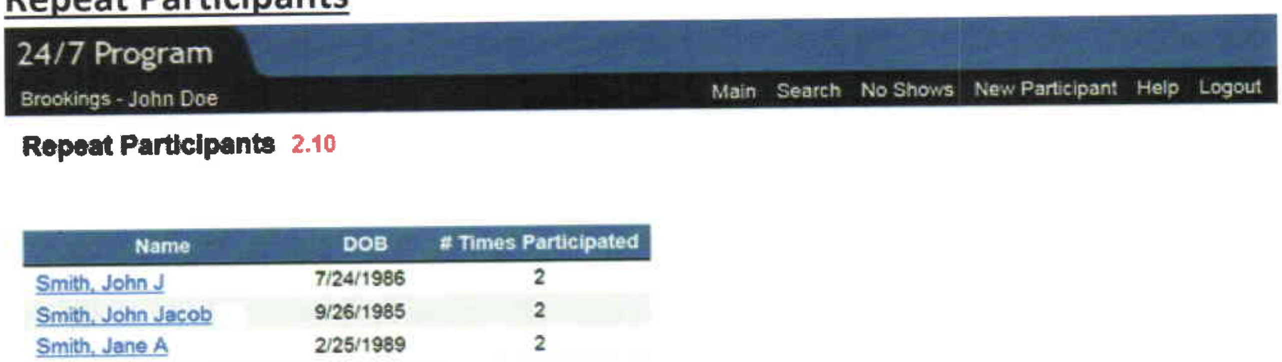
Details All 2.8.4

Date	Participant			Fee	Payment	Bal Adj	Recorded By
10/29/2016 01:16	Smith, John J	2x PBT	Passed	$1.00			John Doe
10/29/2016 02:19	Smith, John Jacob	2x PBT	Passed	$1.00			Jane Doe
10/29/2016 05:29	Smith, Jane A	2x PBT	Passed	$1.00			John Doe
10/29/2016 05:52	Smith, Jane Ann	2x PBT	Passed	$1.00			Jane Doe
10/29/2016 06:17	Smith, John J	2x PBT	Passed	$1.00			John Doe
10/29/2016 06:20	Smith, John Jacob	2x PBT	Passed	$1.00			Jane Doe
10/29/2016 06:20	Smith, Jane A	2x PBT	State Fee	$1.00			
10/29/2016 06:25	Smith, Jane Ann	2x PBT	Passed	$1.00			Jane Doe
10/29/2016 06:34	Smith, John J	2x PBT	Passed	$1.00			John Doe
10/29/2016 06:38	Smith, John Jacob	2x PBT	Passed	$1.00			Jane Doe
will blow 3 times today							
10/29/2016 06:42	Smith, Jane A	2x PBT	Passed	$1.00			John Doe
10/29/2016 06:44	Smith, Jane Ann	2x PBT	Passed	$1.00			Jane Doe
10/29/2016 06:48	Smith, John J	2x PBT	Passed	$1.00			John Doe
10/29/2016 06:48	Smith, John Jacob	2x PBT	State Fee	$1.00			
10/29/2016 06:53	Smith, Jane A	2x PBT	Passed	$1.00			John Doe
10/29/2016 07:21	Smith, Jane Ann	2x PBT	Passed	$1.00			Jane Doe
10/29/2016 07:36	Smith, John J	2x PBT	Passed	$1.00			John Doe
10/29/2016 08:04	Smith, John Jacob	2x PBT	Passed	$1.00			Jane Doe
10/29/2016 08:28	Smith, Jane A	2x PBT	Passed	$1.00			John Doe
10/29/2016 08:32	Smith, Jane Ann	2x PBT	State Fee	$1.00			
10/29/2016 08:54	Smith, John J	2x PBT	Passed	$1.00			John Doe
10/29/2016 11:53	Smith, John Jacob	2x PBT	Passed	$1.00			Jane Doe
Totals:				**$22.00**	**$0.00**	**$0.00**	

Save to Spreadsheet

Participants

Repeat Participants



SCRAM Days

24/7 Program

Brookings - John Doe

Main Search No Shows New Participant Help Logout

SCRAM Days 2.11

From 9/1/2016

To 9/30/2016

2.11.1

2.11.2

Participant	SCRAM Site	SCRAM Days
Smith, John J	Brookings	2
Smith, John Jacob	Brookings	30
Smith, Jane A	Brookings	15
Smith, Jane Ann	Brookings	30
Smith, John J	Brookings	30
Smith, John Jacob	Brookings	30
Smith, Jane A	Brookings	30
Smith, Jane Ann	Brookings	30
Smith, John J	Brookings	1
Smith, John Jacob	Brookings	30
Smith, Jane A	Brookings	30
Smith, Jane Ann	Brookings	30
Smith, John J	Brookings	30
Smith, John Jacob	Brookings	30
Smith, Jane A	Brookings	30
Smith, Jane Ann	Brookings	30
Smith, John J	Brookings	22
Smith, John Jacob	Brookings	9
Smith, Jane A	Brookings	2
Smith, Jane Ann	Brookings	20
Smith, John J	Brookings	30
Smith, John Jacob	Brookings	30
Smith, Jane A	Brookings	12
Smith, Jane Ann	Brookings	30
Smith, John J	Brookings	30
Smith, John Jacob	Brookings	25
Smith, Jane A	Brookings	26
Smith, Jane Ann	Brookings	12
Smith, John J	Brookings	30

Total: 892

Save to Spreadsheet

SCRAM Participants

24/7 Program

Brookings - John Doe

Main Search No Shows New Participant Help Logout

SCRAM Participants 2.12

2.12.1

SCRAM Site	Client	Checkout	Checkin	Total Billed	Total Paid Clerk	Total Paid DOC	Balance Remove
Brookings	John Jacob Smith	03/25/2010	09/28/2010	($1,128.00)	$1,128.00	$0.00	$0.00
Brookings	John Jacob Smith	12/20/2010	03/14/2011	($510.00)	$510.00	$0.00	$0.00
Brookings	Jane Ann Smith	11/01/2011	12/06/2011	($216.00)	$220.00	$0.00	$4.00
Brookings	Jane Ann Smith	09/08/2015	07/27/2016	($1,944.00)	$1,944.00	$0.00	$0.00

Summary Report

24/7 Program

Brookings - John Doe

Main Search No Shows New Participant Help Logout

Summary Report 2.13

From 10/28/2016 ×
To 10/29/2016 2.13.1

Show Days 2.13.2
Test Type All 2.13.3
Agency All 2.13.4
Court Reason All 2.13.5

Refresh

2.13.6	# Part	# Tests Given	# Failed	Earned	Scram (DPS) Fees	State Fees	Collected	Refunded	# pre-trial	# pre-sent.	# post-sent.	# cond. of sent.
10/28/2016	1615	47	0	$140.00	$0.00	$5.00	$128.00	$9.00	546	38	112	640
10/29/2016	1615	19	0	$19.00	$0.00	$3.00	$0.00	$0.00	546	38	112	640
Totals		**66**	**0**	**$159.00**	**$0.00**	**$8.00**	**$128.00**	**$9.00**	**1092**	**76**	**224**	**1280**

Save to Spreadsheet 2.13.7

Officer Test Counts

24/7 Program

Brookings - John Doe

Main Search No Shows New Participant Help Logout

Officer Test Counts 2.14

From 9/1/2016
To 9/30/2016

2.14.1

Testing Officer	Total PBT	Total 1x PBT	Total 2x PBT	Total UA
6A14	4	0	4	0
6A30	4	0	4	0
6A9	3	0	3	0
aah	69	0	69	1
agl	33	0	33	3
AJE	64	0	64	7
ajohnson	0	0	0	1
ajs	55	0	55	1
ALK	61	0	61	2
Jane Doe	0	0	0	0

Save to Spreadsheet 2.14.2

Unpaid Fees

24/7 Program

Brookings -John Doe

Main Search No Shows New Participant Help Logout

Agency All 2.15.1

Court Reason All 2.15.2

Judge All 2.15.3

Offense All 2.15.4

Test Type All ☐ Include removed test types 2.15.5

Refresh

Unpaid Fees (Active Participants) on 10/29/2016

Participant	Agency	Interested Parties	PBT	U/A	Interlock	Drug Patch	Scram (Dps)	Scram	State Fees	Total
Smith, John	Court		$1.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.00
Smith, John	DOC	DOE, JANE (Parole Officer)	$0.00	$23.00	$0.00	$0.00	$0.00	$0.00	$1.00	$24.00
Smith, Jane	Court		$1.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.00
Smith, Jane	Court	DOE, JANE (Probation Officer)	$0.00	$0.00	$0.00	$213.00	$0.00	$0.00	$0.00	$213.00
Smith, John	Court		$0.00	$0.00	$0.00	$128.00	$0.00	$0.00	$0.00	$128.00

Save to Spreadsheet 2.15.6

Unpaid SCRAM Fees

24/7 Program
Brookings - John Doe
Main Search No Shows New Participant Help Logout

Agency [All] 2.16.1
Court Reason [All] 2.16.2
Judge [All] 2.16.3
Offense [All] 2.16.4

Refresh

Unpaid SCRAM Fees (Active Participants) on 10/29/2016

SCRAM Site	Participant	Agency	Interested Parties	Unpaid Fees
Brookings	Smith, John J	Court	JESSICA PAGE (Probation Officer)	$122.00
Brookings	Smith, John Jacob	Court		$23.00

Total: $145.00

Unpaid SCRAM Fees (Inactive Participants) on 10/29/2016

SCRAM Site	Participant	Agency	Interested Parties	Unpaid Fees
Brookings	Smith, Jane A	Court		$85.00
Brookings	Smith, Jane Ann	Court		$360.00
Brookings	Smith, John J	Court		$90.00
Brookings	Smith, John Jacob	Court		$382.70
Brookings	Smith, Jane A	Court		$50.00
Brookings	Smith, Jane Ann	Court		$525.00
Brookings	Smith, John J	Court		$320.00
Brookings	Smith, John Jacob	Court		$65.00
Brookings	Smith, Jane A	Court	JOHN DOE (Judge)	$108.00
Brookings	Smith, Jane Ann	Court		$225.00

Total: $2,210.70

Save to Spreadsheet 2.16.5

Temporary Removals

24/7 Program
Brookings - John Doe
Main Search No Shows New Participant Help Logout

Temporary Removals 2.17

Name (2.17.1)	Return Date (2.17.2)
Smith, John J	08/13/2013
Smith, John Jacob	12/29/2015

Save to Spreadsheet 2.17.3

Cash Report

24/7 Program

Brookings - John Doe

Main Search No Shows New Participant Help Logout

Cash Report 2.18

Date 10/28/2016 2.18.1

Shift All 2.18.2

Refresh

User	PBT	U/A	Drug Patch	Interlock	SCRAM (DPS)	SCRAM	State Fees	Total
Smith, John	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Smith, Jane	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Smith, John Jacob	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Smith, Jane A	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Smith, John	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Smith, Jane	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Smith, John Jacob	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Smith, Jane A	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Smith, John	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Smith, Jane	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Smith, John Jacob	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Smith, Jane A	$14.00	$12.00	$0.00	$0.00	$0.00	$40.00	$33.00	$99.00
Smith, John	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Smith, Jane	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Smith, John Jacob	$0.00	$20.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.00
Totals:	$14.00	$32.00	$0.00	$0.00	$0.00	$40.00	$33.00	$119.00

Save to Spreadsheet 2.18.3

Search for Participants

24/7 Program

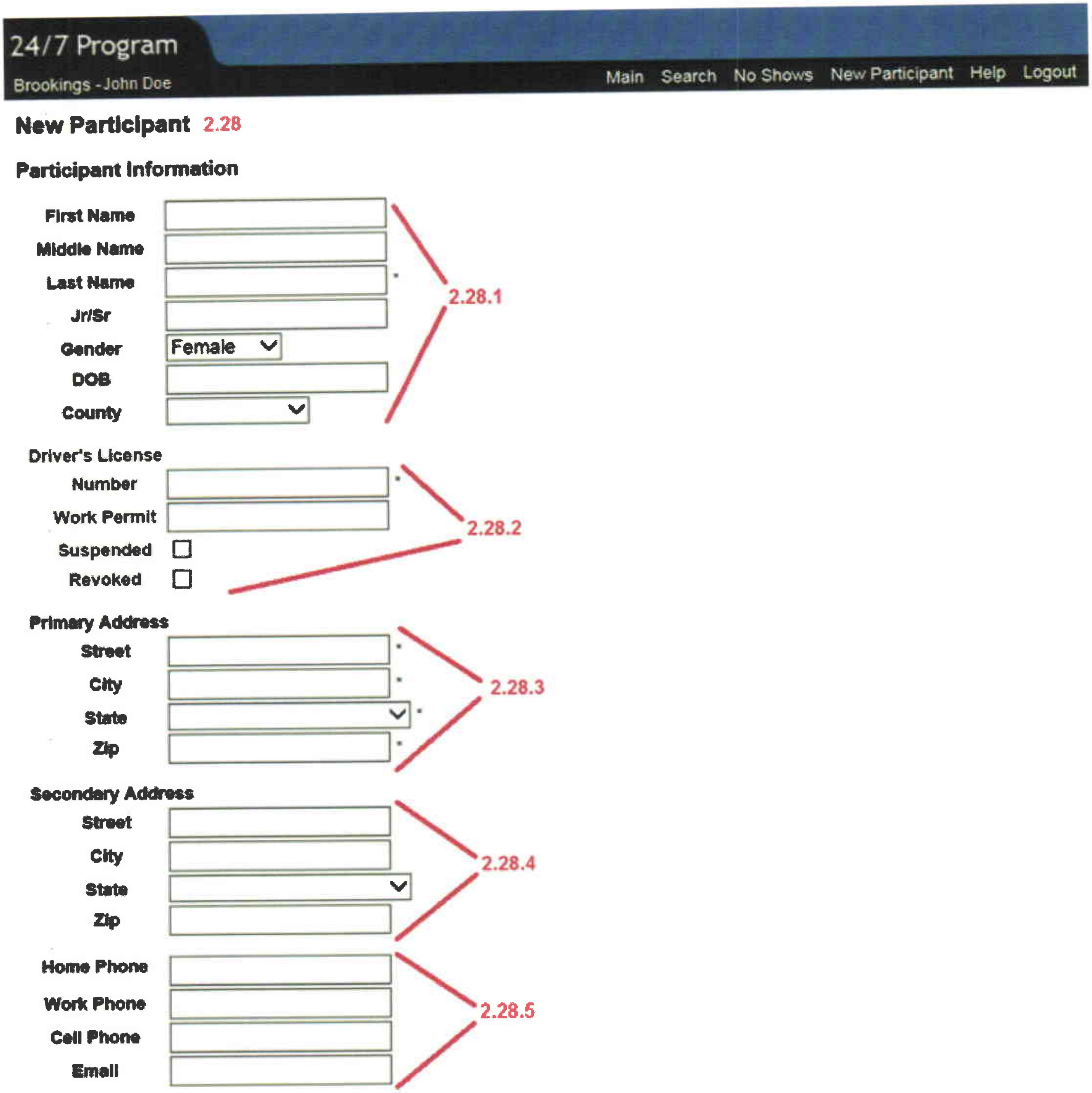
Brookings - John Doe

Main Search No Shows New Participant Help Logout

Search Participants 2.26

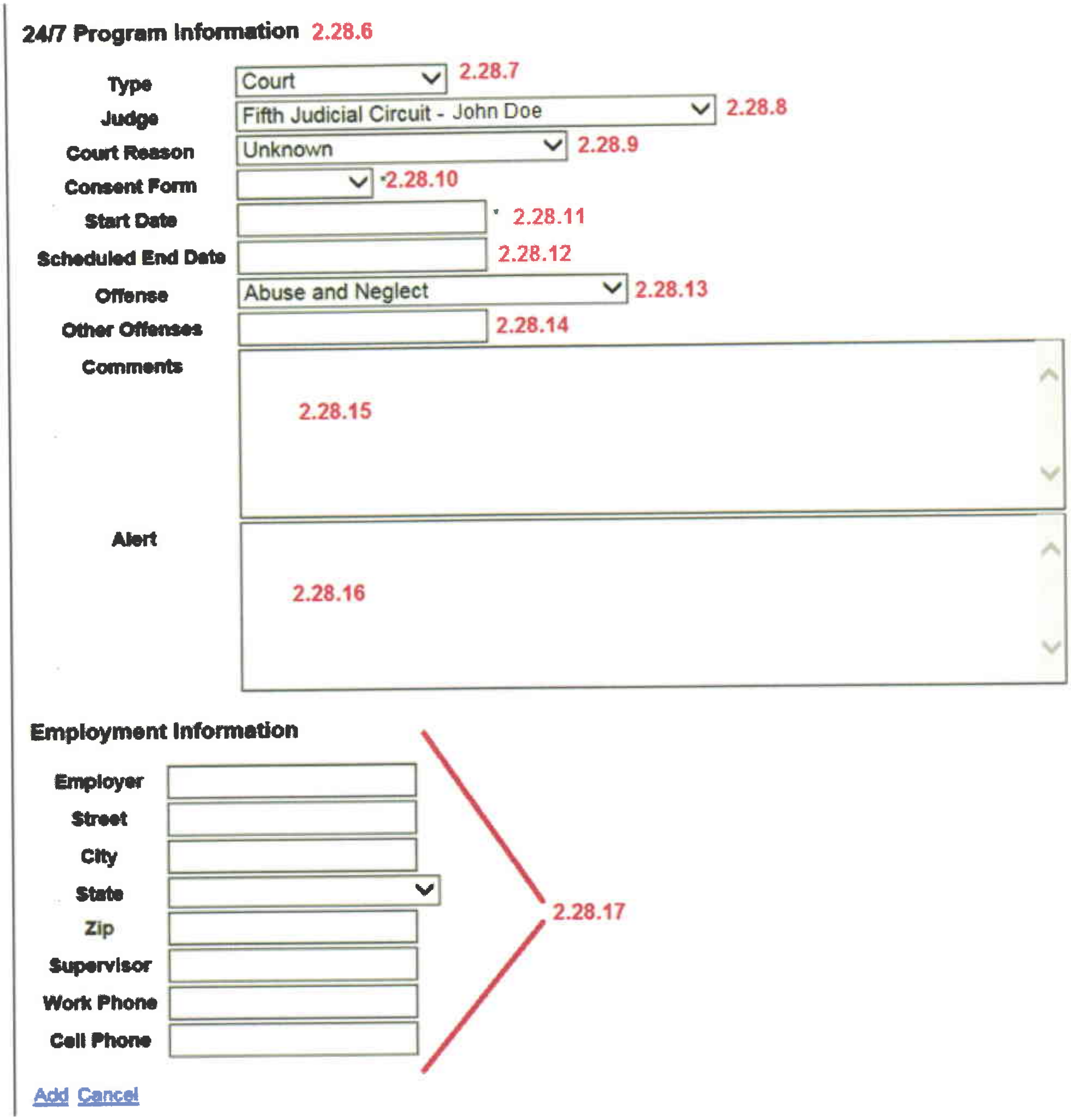
Last First Participant # Search

New Participant (Enrollment Page)

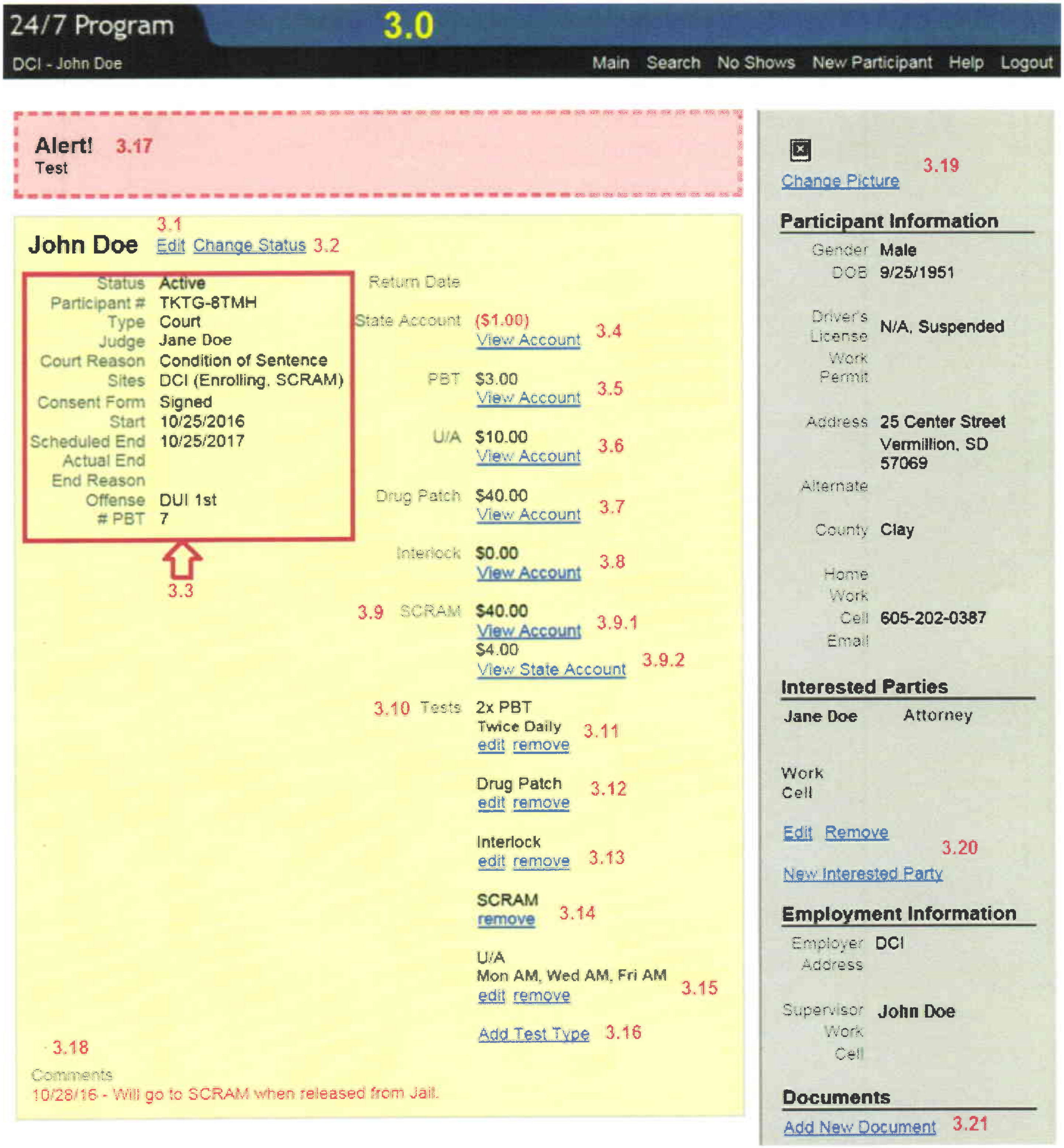


New Participant (Enrollment Page) - Continued

A



Participant's Home Page



Participant's Home Page - Continued

Test Log

Test	2x PBT — Result: Passed
Date	10/29/2016 12:42
Testing Officer	
PBT Value	
Comments	
Payment	

3.22

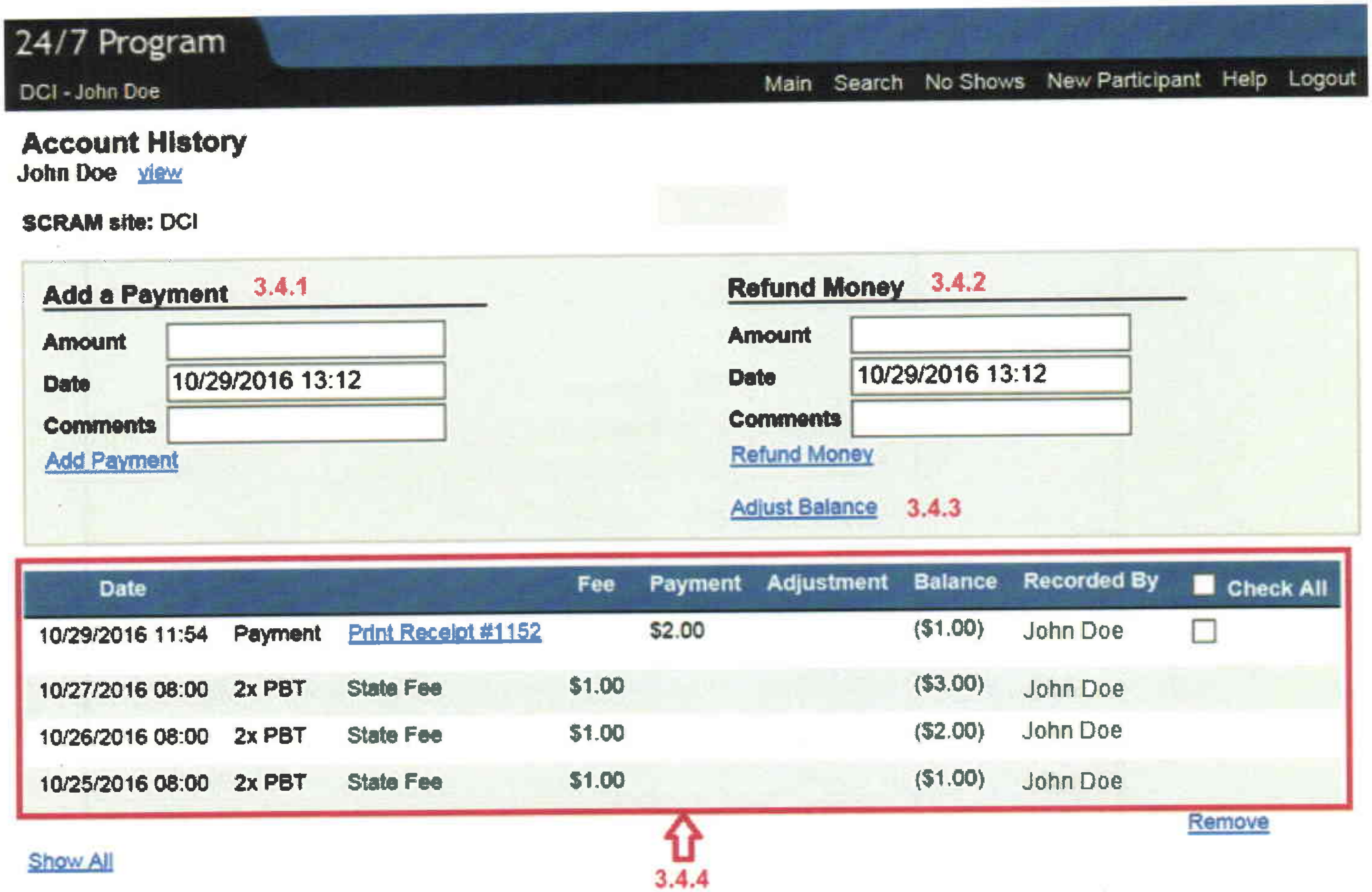
Log Test

Manage Drug Patches 3.23

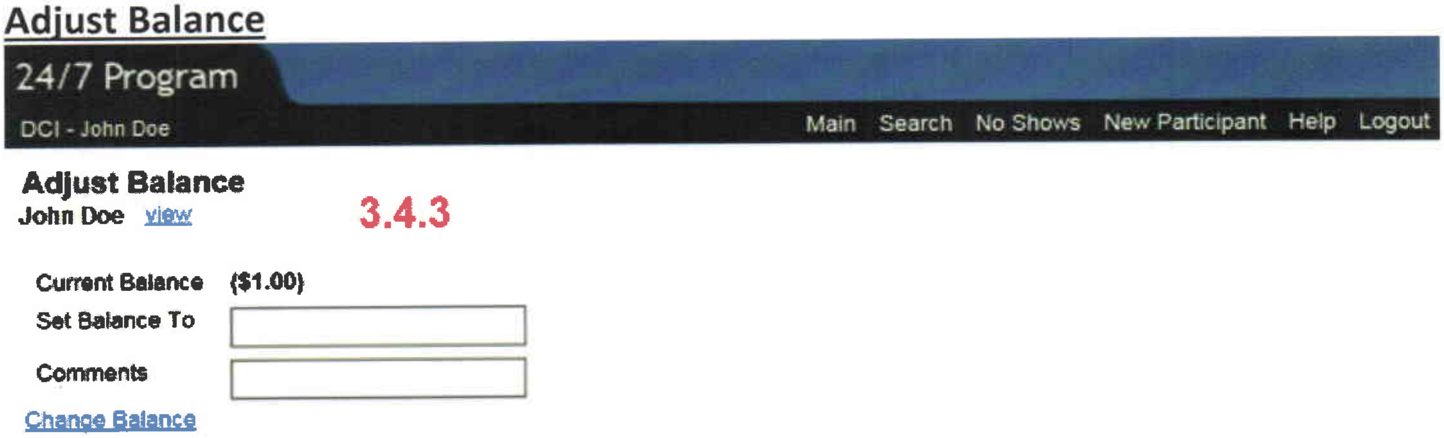
Date	Type	Result	Testing Officer	PBT Value	Fee	
10/29/2016 12:14	Interlock	Activation Fee	John Doe		$40.00	remove
10/29/2016 11:53	SCRAM	Activation Fee	John Doe		$40.00	remove
10/28/2016 12:00 Jail	2x PBT	Excused			$0.00	remove
10/27/2016 17:00	2x PBT	Passed	JD		$1.00	remove
10/27/2016 8:00	2x PBT	Passed	JD		$1.00	remove
10/27/2016 8:00	2x PBT	State Fee			$1.00	
10/26/2016 17:00	2x PBT	Passed	JD		$1.00	remove
10/26/2016 17:00	2x PBT	Passed	JD		$1.00	remove
10/26/2016 8:00	2x PBT	Passed	JD		$1.00	remove
10/26/2016 8:00	2x PBT	State Fee			$1.00	
10/25/2016 17:00	2x PBT	Passed	JD		$1.00	remove
10/25/2016 8:00	2x PBT	Passed	JD		$1.00	remove
10/25/2016 8:00	2x PBT	State Fee			$1.00	

Show All...

State Participation Fee Account (Same info for PBT, U/A, Drug Patch, Interlock and SCRAM Activation/Deactivation



Adjust Balance



SCRAM Activation/Deactivation

24/7 Program

DCI - John Doe

Main Search No Shows New Participant Help Logout

Account History

John Doe view

3.9.1

SCRAM site: DCI

Add a Payment

Amount

Date 10/29/2016 13:21

Comments

Add Payment

Refund Money

Amount

Date 10/29/2016 13:21

Comments

Refund Money

Adjust Balance

Date			Fee	Payment	Adjustment	Balance	Recorded By	Check All
10/29/2016 11:55	Payment	Print Receipt #1156		$80.00		$40.00	John Doe	☐
10/29/2016 11:53	SCRAM	Activation Fee	$40.00			($40.00)	John Doe	☐

Remove

Show All

SCRAM Daily Fees

24/7 Program

DCI - John Doe

Main Search No Shows New Participant Help Logout

SCRAM State Account

John Doe view

3.9.2

SCRAM site: DCI 3.9.23

Add a Payment

Amount

Type Payment

Date 10/29/2016 13:24

Comments

Add Payment

Date			Fee	Payment	Balance	Amount to Disburse	Disbursed	Check All
10/29/2016 DCI	Payment	Print Receipt #1157		$10.00	$4.00	3.9.21	No 3.9.22	☐
10/29/2016 DCI	Fee		$6.00		($6.00)	$1.00	No	☐

Remove

Managing Drug Patches

24/7 Program
DCI - John Doe
Main Search No Shows New Participant Help Logout

Manage Drug Patches 3.23.1
John Doe view

Patch #	
Applied At	10/29/2016 13:45
Remove At	
Payment	
Comments	

Add Patch

Administrative Page

24/7 Program 5.0
DCI - Administrator
Main Admin Search No Shows New Participant Help Logout

Combine Participants 5.1
Manage Users 5.2
Manage Agency Users 5.3
Manage Judges 5.4
Manage Sites 5.5
Manage Testing Fees 5.6

State Disbursements 5.7

Scram
County to State Scram Disbursements 5.8
State to County Scram Disbursements 5.9
Scram Account Statuses 5.10
Scram County Disbursement Start Dates 5.11
Scram Fee Gaps 5.12

Reports
Participants 5.13
Daily Activity 5.14
Fees Earned 5.15
Duplicate Fees and Payments 5.16
State Fees Owed 5.17
Test Stats 5.18
Action Log 5.19

Record Removal Requests
There are records pending removal 5.20

Armour PD Switch to Site 5.21

Combine Participants

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

Combine Participants 5.1

Please enter participant numbers in the following text boxes.

Keep

Remove

5.1.1

5.1.2 Combine Participants Cancel

Manage Users

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

Users

5.2

5.2.1 Site

5.2.2 Butte

5.2.3

Name	Username	Site	Phone	Email	
John Doe	jdoe	Butte	605-555-5555	John.Doe@emailaddress.com	edit 5.2.4
Jane Doe	jadoe	Butte	605-555-5555	Jane.Doe@emailaddress.com	edit
John Doe	jdoe	Butte	605-555-5555	John.Doe@emailaddress.com	edit
Jane Doe	jadoe	Butte	605-555-5555	Jane.Doe@emailaddress.com	edit
John Doe	jdoe	Butte	605-555-5555	John.Doe@emailaddress.com	edit

New User 5.2.5

New User Enrollment Page

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

User 5.2.6

Site: Butte 5.2.7

Username 5.2.8

Type: Normal 5.2.9

First Name

Middle Name 5.2.10

Last Name

Phone

Email 5.2.11

Add User Cancel

Manage Agency Users

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

Agency Users 5.3

Court

Name	Username	
John Doe	courtservices	edit
John Doe	jdoe	edit
Clay County	claycounty	edit
Edmunds County	edmundscounty	edit
John Doe	jdoe	edit
jf test	jftest	edit
John Doe ion	jdoe	edit
Lincoln County	lincolncounty	edit
Meade County	Meadecounty	edit
Minnehaha County	MinnehahaCounty	edit
Pennington County	penningtoncounty	edit
John Doe	jdoe	edit
Union County	unioncounty	edit

New User

Manage Judges

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

Manage Judges 5.4

Name	
John J Doe	edit 5.4.1
Jane A Doe	edit
John Doe	edit
John J Doe	edit
Jane A Doe	edit
John Doe	edit
John J Doe	edit
Jane A Doe	edit
John Doe	edit
John J Doe	edit
Jane A Doe	edit
John Doe	edit
John Doe	edit
John J Doe	edit
Jane A Doe	edit
John Doe	edit
John Doe	edit

New Judge 5.4.2

Manage Sites

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

5.5

Name	
Armour PD	edit 5.5.1
Aurora	edit
Beadle	edit
Bennett	edit
Bon Homme	edit
Brookings	edit
Brown	edit
Brule	edit
Butte	edit
Charles Mix	edit
Walworth	edit
Whitewood PD	edit
Yankton	edit
Ziebach	edit

New Site 5.5.2

New Testing Site Enrollment Page

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

5.5.3

Name	
Street	
City	
State	
Zip	
Time Zone	Central
Participants List	Single Page
Include In Test Stats	☑
Allow user SCRAM payment edits	☐

Add Site Cancel

Manage Testing Fees

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

Manage Testing Fees 5.6

---------------- 5.6.1

5.6.2

Activation Fee: $

Deactivation Fee: $

Testing Fee: $ The total amount owed by the participant for a single test, or for a day of SCRAM testing.

State Daily Fee: $

State Daily Cap: $ A Cap of 0 means unlimited charges.

Save Cancel

State Disbursement

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

From 10/15/2016 5.7.1 5.7

To 10/30/2016

update

Date	Site	Amount			
10/17/2016 14:05	Brookings	$119.00	Approve	Remove	5.7.2
Voucher for $119.00 turned in to the Brookings County Finance Office for this payment to the SD AG Office. (Jane Doe)					
10/19/2016 10:49	Roberts	$284.00		Remove	5.7.3
Received and entered by John					
10/20/2016 15:04	Beadle	$443.00		Remove	
Received and entered by John					
10/24/2016 11:06	Hughes	$898.00		Remove	
Received and entered by John					
10/24/2016 11:19	Miner	$39.00		Remove	
Received and entered by John					
10/24/2016 12:39	Walworth	$290.00	Approve 5.7.4	Remove	

Save to Spreadsheet 5.7.5

County to State SCRAM Disbursement

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

SCRAM Disbursements 5.8

DCI

Unreceived Disbursements 5.8.1

5.8.2

Site	Status	Posted	Date	Amount	
Beadle	Unreceived	10/24/2016 10:19	10/24/2016	$954.00	View 5.8.3
Brookings	Unreceived	10/17/2016 14:04	10/17/2016	$2,039.00	View
	Voucher for $2,039.00 turned in to Brookings County Finance Office for this payment to the SD AG Office. (John Doe)				
Codington	Unreceived	10/25/2016 08:56	10/25/2016	$2,646.00	View
	Money given to Jane for disbursement				
Deuel	Unreceived	10/26/2016 17:58	10/26/2016	$200.00	View
	given to auditor				
Grant	Unreceived	10/28/2016 12:30	10/28/2016	$90.00	View
	sent to auditor				
Hamlin	Unreceived	10/27/2016 09:42	10/27/2016	$1,243.00	View
Jackson	Unreceived	05/16/2016 10:21	05/16/2016	$180.00	View
Minnehaha	Unreceived	10/24/2016 04:46	10/24/2016	$5,796.00	View
Walworth	Unreceived	10/24/2016 13:11	10/24/2016	$329.00	View
Yankton	Unreceived	10/13/2016 14:17	10/13/2016	$2,086.00	View
	Email sent to Auditor for disbursement				
	Unreceived	09/07/2016 15:52	09/07/2016	$1,178.00	View
	Sent to Auditor for disbursement				
Total:				$16,741.00	

Undisbursed Payments 5.8.5

Site	Status	Posted	Date	Amount	
Beadle	Undisbursed			$180.00	View 5.8.6
Brookings	Undisbursed			$1,445.00	View
Brown	Undisbursed			$5,544.00	View
Butte	Undisbursed			$140.00	View
Turner	Undisbursed			$1,720.00	View
Union	Undisbursed			$3,710.00	View
Wagner PD	Undisbursed			$6.00	View
Walworth	Undisbursed			$90.00	View
Yankton	Undisbursed			$2,443.00	View
Total:				$56,621.40	

County to State Disbursement - Continued

Received Payments 5.8.7

From 10/30/2015
To 10/30/2016 5.8.8
update

Site	Status	Posted	Date	Amount	
Beadle	Received	09/26/2016 13:54	09/26/2016	$580.00	View 5.8.9
	Received	08/31/2016 14:39	08/31/2016	$760.00	View
	Received 781.00	07/25/2016 10:45	07/25/2016	$781.00	View
	Received	06/27/2016 15:10	06/27/2016	$562.00	View
	Received	05/31/2016 11:22	05/31/2016	$1,455.00	View
	Received 540.00	04/25/2016 11:07	04/25/2016	$540.00	View
Ziebach	Received	12/23/2015 11:34	12/23/2015	$120.00	View
	Received Received and entered by John.	11/09/2015 09:36	11/09/2015	$180.00	View
Total:				$1,304,457.72	

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

SCRAM Disbursement Details

Beadle

Disbursement

Amount $954.00
Date 10/24/2016 00:00
Status Unreceived
Comments

Change Status 5.84

Name	Posted	Date	Amount	Receipt Number
Smith, John J	09/28/2016 15:22	09/28/2016	$180.00	Receipt #44521
Smith, John Jacob	10/24/2016 09:16	10/24/2016	$180.00	Receipt #45239
Smith, Jane A	09/27/2016 09:15	09/27/2016	$60.00	Receipt #44478
Smith, Jane Ann	10/11/2016 12:17	10/11/2016	$120.00	Receipt #44911
Smith, John J	10/24/2016 10:04	10/24/2016	$150.00	Receipt #45243
Smith, John Jacob	09/27/2016 14:20	09/27/2016	$84.00	Receipt #44482
Smith, Jane A	10/22/2016 12:46	10/22/2016	$180.00	Receipt #45204
Total:			$954.00	

State to County SCRAM Disbursement

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

5.9

Name	Balance
Armour PD	$0.00
Beadle 5.9.1	$97.00 5.9.2
Bennett	$0.00
Bon Homme	$0.00
Brookings	$695.00
Brown	$472.00
Brule	$0.00
Butte	$241.00
Charles Mix	$241.00
Clark	$0.00
Clay	$2.00
Codington	$1,203.00

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

Site SCRAM Account

Beadle

Add a Disbursement 5.9.3

All disbursement amounts will be subtracted from the balance.

Amount

Date 10/30/2016 19:46

Comments

Add Disbursement

Add a Balance Adjustment 5.9.4

If you're adjusting the balance to subtract from it, then it has to have a – (negative) in front of the dollar amount.

Amount

Date 10/30/2016 19:46

Comments

Add Adjustment

Date		Amount	Balance	
10/25/2016 01:30	Fees Accrued	$30.00	$97.00	View 5.9.6
10/23/2016 01:30	Fees Accrued	$33.00	$67.00	View
10/21/2016 01:30	Fees Accrued	$34.00	$34.00	View
10/01/2016 00:00	Disbursement	($349.00)	$0.00	
09/27/2016 01:30	Fees Accrued	$30.00	$349.00	View

5.9.5

SCRAM Account Status

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

SCRAM Account Statuses 5.10

Site: Brookings 5.10.1

Balance: All 5.10.2

Active/Inactive: All 5.10.3

Delinquency: All 5.10.4

Payment Plan: All 5.10.5

Action Needed: Yes 5.10.6

Refresh

Site	Client		Checkout	Checkin	Balance	Is Delinquent	Delinquency Status	Payment Plan	Last Action	Action Needed
Brookings	John J Smith	5.10.7	09/02/2016	09/26/2016	($23.00)	Yes	Normal			Yes

Save to Spreadsheet

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

SCRAM Account Status

JOHN J. SMITH view

Change Status 5.10.8

Status: Normal / First Letter Sent / (Returned) Locating Address / Second Letter Sent / Paid In Full / Not Able to Locate / Prosecuting / Collection Agency / Payment Plan

Date

Comments

Change Stat

Dropdown Box Select Status

Add a Pay

Amount

Type: DOC Payment

Date: 10/30/2016 19:58

Comments

Add Payment

Change Payment Plan 5.10.9

Payment Plan: Weekly, Bi-Weekly or Monthly

Date: 10/30/2016 19:58

Comments

Change Payment Plan

Add a Fee

Amount

Amount to Disburse

Type: Admin Fee

Date: 10/30/2016 19:58

Comments

Add Fee

Date		Fee	Payment	Balance	Amount to Disburse	Disbursed
09/26/2016	Fee	$6.00		($23.00)	$1.00	No
09/25/2016	Fee	$6.00		($17.00)	$1.00	No

SCRAM Disbursement Start Dates

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

Scram County Disbursment Start Dates 5.11

Armour PD	01/01/2011
Aurora	
Beadle	01/01/2011
Bennett	04/01/2013
Bon Homme	10/01/2013
Brookings	01/01/2011

Set SCRAM Disbursements Start Date

24/7 Program

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

Set scram disbursements start date for **Mellette**

10/30/2016 5.11.1

Save

SCRAM Fee Gaps

24/7 Program 5.12

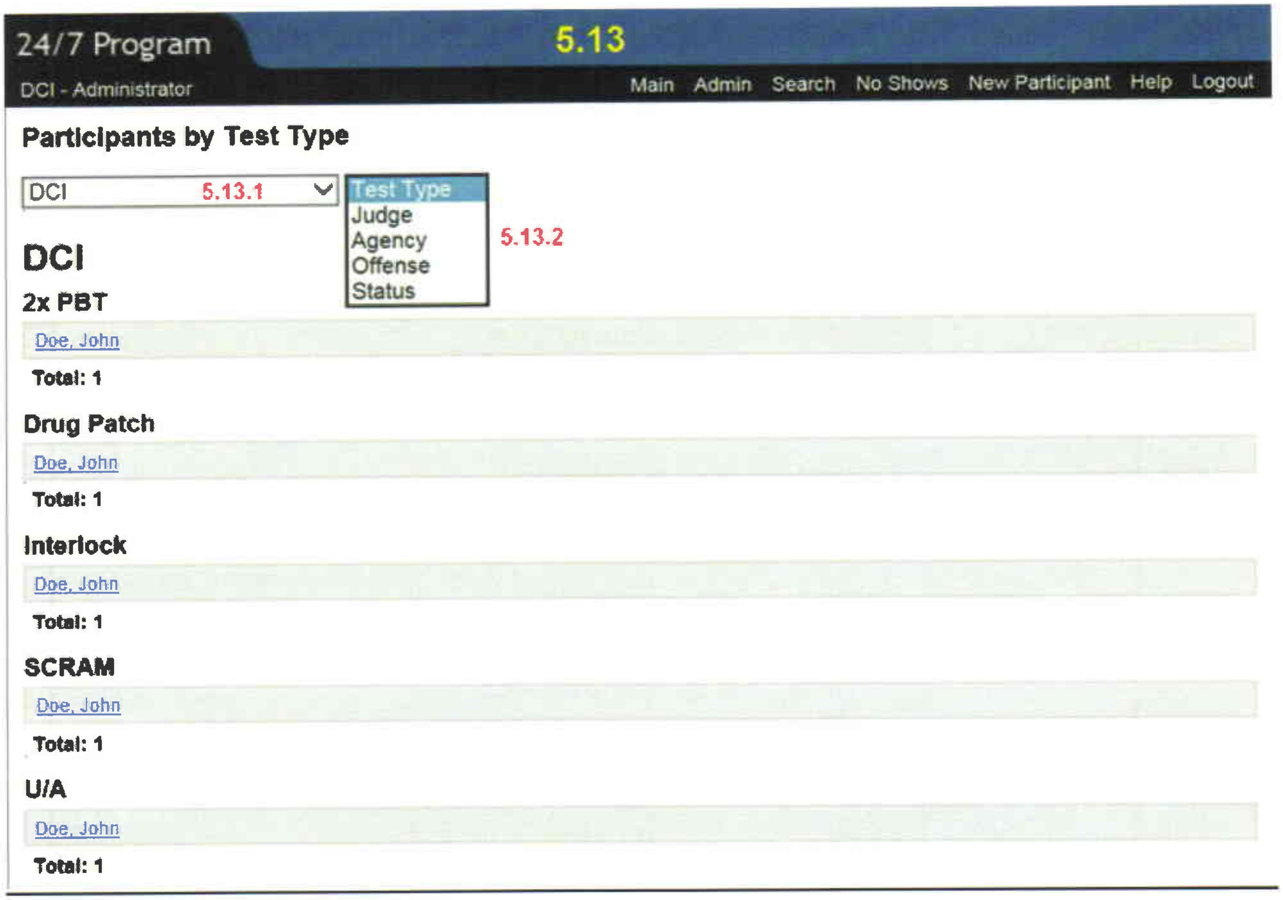
DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

Date Range: 9/30/2016 - 10/30/2016 5.12.1

Search

Participant Link



Daily Activity

24/7 Program **5.14**

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

From 10/01/2016

To 10/31/2016 5.14.1

Site DCI 5.14.2

Date	Participant	Type	Result	Testing Officer	PBT Value	Fee	Payment	Receipt#
10/25/2016 8:00	Doe, John	2x PBT	Passed	JD		$1.00		
10/25/2016 17:00	Doe, John	2x PBT	Passed	JD		$1.00		
10/26/2016 8:00	Doe, John	2x PBT	Passed	JD		$1.00		
10/26/2016 17:00	Doe, John	2x PBT	Passed	JD		$1.00		
10/27/2016 8:00	Doe, John	2x PBT	Passed	JD		$1.00		
10/27/2016 17:00	Doe, John	2x PBT	Passed	JD		$1.00		
10/28/2016 12:00	Doe, John	2x PBT	Excused			$0.00		
Jail								
10/29/2016 11:53	Doe, John	SCRAM	Activation Fee	John Doe		$40.00		
10/29/2016 11:54	Doe, John	Payment					$2.00	1152
10/29/2016 11:54	Doe, John	Payment					$10.00	1153
10/29/2016 11:55	Doe, John	Payment					$10.00	1154
10/29/2016 11:55	Doe, John	Payment					$40.00	1155
10/29/2016 11:55	Doe, John	Payment					$80.00	1156
10/29/2016 12:10	Doe, John	Payment					$40.00	1158
Initial Set Up/Inspection								
10/29/2016 12:14	Doe, John	Interlock	Activation Fee	John Doe		$40.00		

Save to Spreadsheet 5.14.3

Fees Earned

24/7 Program **5.15**

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

Fees Earned

From 9/1/2016

To 9/30/2016

5.15.1

5.15.2

Site	1x PBT	2x PBT	UA	Drug Patch
Armour PD	$0.00	$0.00	$0.00	$0.00
Aurora	$0.00	$0.00	$0.00	$0.00
Beadle	$28.00	$2,792.00	$1,740.00	$0.00
Bennett	$18.00	$1,158.00	$330.00	$0.00
Beresford PD	$0.00	$0.00	$0.00	$0.00
Bon Homme	$0.00	$179.00	$0.00	$0.00
Brookings	$0.00	$1,448.00	$360.00	$2,160.00
Brown	$22.00	$4,505.00	$1,010.00	$0.00
Brule	$59.00	$635.00	$210.00	$0.00
Buffalo	$0.00	$0.00	$0.00	$0.00
Butte	$67.00	$777.00	$50.00	$280.00
Charles Mix	$0.00	$723.00	$820.00	$0.00
Yankton	$4.00	$1,577.00	$2,680.00	$320.00
Ziebach	$0.00	$0.00	$0.00	$0.00

Save to Spreadsheet 5.15.3

Duplicate Fees and Payments

24/7 Program **5.16**

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

From 10/28/2016
To 10/31/2016 5.16.1

Refresh

Possible Duplicate SCRAM Fees 5.16.2

Date	Participant	Type	Description	Amount

Total: 0

Possible Duplicate SCRAM Payments 5.16.3

Date	Participant		Type	Description	Amount
10/28/2016	Smith, John J	HKM26DN7	SCRAM	Payment	$40.00
10/28/2016	Smith, John Jacob	HKM26DN7	SCRAM	Payment	$40.00
10/28/2016	Smith, Jane A	GX6GSD95	SCRAM	Payment	$100.00
10/28/2016	Smith, Jane Ann	GX6GSD95	SCRAM	Payment	$100.00
10/28/2016	Smith, John J	2FDKMG5R	SCRAM	Payment	$40.00
10/28/2016	Smith, John Jacob	2FDKMG5R	SCRAM	Payment	$40.00

Total: 6

5.13.4

Test Stats.

24/7 Program

DCI - Administrator

5.18

Main Admin Search No Shows New Participant Help Logout

From 02/01/2007

To 10/31/2016

5.18.1

Site All

5.18.2

Update

PBT Stats: 5.18.3

02/01/2007 - 11/01/2016

41,401 participants
8,625,037 number of tests administered
8,545,709 (99.08 %) passed tests
28,176 tests failed
21114 participants were 100% Compliant
7366 failed 1 test
4679 failed 2 tests
8242 failed 3 or more tests
51,152 no show

UA Stats: 5.18.4

07/01/2007 - 11/01/2016

7,885 participants
203,493 number of tests administered
193,846 (95.26 %) passed tests
7,603 tests failed
4619 participants were 100% Compliant
1729 failed 1 test
609 failed 2 tests
928 failed 3 or more tests
2,044 no show

Drug Patch Stats: 5.18.5

07/01/2007 - 11/01/2016

783 participants
6,621 number of tests administered
4,376 (66.09 %) passed tests
548 tests failed
476 participants were 100% Compliant
127 failed 1 test
57 failed 2 tests
73 failed 3 or more tests

Save to Spreadsheet 5.18.6

Action Log

24/7 Program

DCI - Administrator

5.19

Main Admin Search No Shows New Participant Help Logout

Action Log

5.19.1

From 10/01/2016 To 10/31/2016

+ 10/31/2016 1:31:17 AM COMPLETED run_nightly_job

10/31/2016 1:30:04 AM STARTING run_nightly_job

5.19.2

Records Pending Removal

+

24/7 Program **5.20**

DCI - Administrator

Main Admin Search No Shows New Participant Help Logout

Record Removal Requests

Tests

Site	Requested By	Participant	Date	Type	Result	PBT Value	Fee	Select All
Beadle	Jane Doe	John Jacob Smith	11/1/2016 9:35	2x PBT	Excused		$0.00	☐
The corresponding state fee is not automatically accounted for and requires manual removing. gave date of 11-1 instead of 10-31								
Beadle	Jane Doe	Jane Ann Smith	10/31/2016 8:47	2x PBT	Passed	.000	$1.00	☐
The corresponding state fee is not automatically accounted for and requires manual removing. entered twice								
Beadle	Jane Doe	John Smith	10/28/2016 8:43	U/A	Passed		$10.00	☐
The corresponding state fee is not automatically accounted for and requires manual removing. wrong								
Bennett	Jane Doe	Jane Smith	10/29/2016 20:58	2x PBT	Passed	.00	$1.00	☐
The corresponding state fee is not automatically accounted for and requires manual removing. accidently got logged twice eric kiefer 11-1k								

REMOVE DENY

Drug Patches

Type	Site	Removed By	Participant	Date	Fee	Select All
Patch Application	Brookings	Jane Doe	John Jacob Smith	10/31/2016 9:28	$40.00	☐
Applied At: 11/11/2016 18:00, Removal Scheduled: 10/31/2016 09:28 WRONG PATCH NUMBER						

REMOVE

Payments

Site	Requested By	Participant	Date	Amount	Select All
Fall River	Jane Doe	John Jacob Smith	10/30/2016 6:07	$1.00	☐
wrong amount					
Fall River	Jane Doe	Jane Ann Smith	10/30/2016 7:15	$4.00	☐
wrong date of actual payment					
Pennington	Jane Doe	John Smith	10/29/2016 18:17	$10.00	☐
only 10					

REMOVE DENY

Users

Name	Username	Requested By	Select All

REMOVE DENY

APPENDIX B –Contract Terms and Conditions (Include Exhibit C)

STATE OF SOUTH DAKOTA

CONSULTING CONTRACT

Agreement made and entered into this ______ day of ________________, ______,

by and between

South Dakota Office of the Attorney General, a state agency, of

(Name of Agency)

1302 E. Highway 14 , Pierre , SD , 57501 , (the "State")

(Address) (City) (State) (Zip Code)

and ____________________________________, ____,

(Company Name) (Address)

______________________________________, ________________, ____________________,

(City) (State) (Zip Code)

_________________________ (the "Vendor").

(Phone Number)

The State hereby enters into this Agreement for services with Vendor in consideration of and pursuant to the terms and conditions set forth herein.

The terms of the attached Work Plan, attached hereto as Exhibit A; Appendix, attached hereto as Exhibit B; and Confidentiality Provision, attached hereto as Exhibit C, are incorporated into this Agreement as if fully set forth herein.

1. The Vendor will perform those services described in the Work Plan, attached hereto as Exhibit A.

2. The Vendor's services under this Agreement shall commence on ____________________ and end on ____________________, unless sooner terminated pursuant to the terms hereof.

3. The Vendor will not use State equipment, supplies or facilities. The Vendor will have access to all servers, software and applications of the State system necessary for the installation, configuration, modification and maintenance of ___________. The State shall cooperate with Vendor and provide Vendor with such assistance as Vendor may reasonably require under this Agreement. The Vendor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

4. The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed $_________________. The State will not pay Vendor's expenses as a separate item. Payment will be made by the State within forty-five (45) days of the date of an itemized invoice submitted by Vendor with a signed state voucher.

Payment will be made consistent with SDCL ch. 5-26. The Vendor acknowledges that it would be difficult or impracticable for the State to provide the notice of disagreement provided for by SDCL 5-26-5 within the ten days provided for by that section. Accordingly, Vendor hereby agrees that the State shall have thirty (30) days to provide the requisite notice of disagreement.

5. The Vendor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Vendor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

6. The Vendor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Vendor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Vendor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than $1,000,000.00.

C. Business Automobile Liability Insurance:

The Vendor shall maintain business automobile liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

The Vendor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Vendor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Vendor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Vendor shall furnish copies of insurance policies if requested by the State.

7. While performing services hereunder, the Vendor is an independent vendor and not an officer, agent, or employee of the State of South Dakota.

8. Vendor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Vendor or the State to liability. Vendor shall report any such event to the State immediately upon discovery.

Vendor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Vendor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Vendor to report any event to law enforcement or other entities under the requirements of any applicable law.

9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Vendor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Vendor at the time of termination may be adjusted to cover any additional costs to the State because of Vendor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Vendor it is determined that Vendor was not at fault, then the Vendor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Upon notice of termination, by either party, the State will be provided by the Vendor all current state proprietary information, state data, and end user data in a non-proprietary form. Upon the effective date of the termination of the Agreement the State will again be provided by the Vendor with all current state proprietary information, state data and end user data in a non-proprietary form.

In the event of termination, the Vendor shall deliver to the State all reports, plans, specifications, technical data, and all other information completed prior to the date of termination.

In the event that the Vendor fails to complete the project or any phase thereof within the time specified in the Work Plan, attached as Exhibit A, or within such additional time as may be granted in writing by the State, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Work Plan or any extensions thereof, the State shall be authorized to terminate the Agreement for default and suspend the payments scheduled as set forth elsewhere in this Agreement.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

11. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

13. The Vendor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

14. The Vendor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Vendor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Vendor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

The State, at its option, may require the vetting of any subcontractors and or agents. The Vendor is required to assist in this process as needed. The State reserves the right to reject any person from the project who the State believes would be detrimental to the project or is considered by the State to be a security risk.

The State reserves the right to require the Vendor remove from the project any person the State believes is detrimental to the project or is considered by the State to be a security risk. The State will provide the Vendor with notice of its determination, and the reasons it requires the removal. If the State signifies that a potential security violation exists with respect to the request, the Vendor shall immediately remove the individual from the project.

15. The Vendor certifies that neither Vendor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Vendor further agrees that it will immediately notify the State if during the term of this Agreement Vendor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

16. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to ____________________ on behalf of the State, and by ________________, on behalf of the Vendor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be

deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

17. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

18. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

19. This Agreement is intended only to govern the rights and interests of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

20. The State of South Dakota requires all employee(s) of the Vendor, subcontractor(s) and or agent(s) who write or modify State of South Dakota-owned software, alter hardware, configure software of state-owned technology resources, have access to source code and/or protected-personally identifiable information or have access to secure areas to have finger-print based background checks. These background checks must be performed by the State with support from the State's law enforcement resources. The State will supply the finger print cards and the procedure that is to be used to process the finger print cards. If work assignments change after the initiation of the project covered by this agreement so that employee(s) of the Vendor, subcontractor(s) and or agent(s) will be writing or modifying State of South Dakota-owned software, altering hardware, configuring software of state-owned technology resources, have access to source code and/or protected-personally identifiable information or have access to secure areas then finger-print based background checks must be performed on any employees who will complete any of the referenced tasks. The State reserves the right to require the Vendor to prohibit any employee, subcontractor or agent from performing work under this Agreement that the State, in its sole discretion, believes is detrimental to the project or is considered by the State to be a security risk, based on the results of the background check. The State will provide the Vendor with notice of its determination.

21. The confidentiality provision (attached hereto as Exhibit C), liability and indemnification provisions of this Agreement are intended to survive termination of this Agreement.

22. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, earthquake or any act of God, or other causes beyond the party's reasonable control. Provided, however, that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible to explain the length and cause of the delay in performance.

23. Vendor warrants that it has provided to the State and incorporated into this agreement all license agreements, End User License Agreements, and terms of use regarding its software or any software incorporated into its software before execution of this agreement. The parties agree

that neither the State nor its end users shall be bound by the terms of any such agreements not timely provided pursuant to this paragraph and incorporated into this agreement. This paragraph shall control and supersede the language of any such agreements to the contrary.

24. Pursuant to South Dakota Codified Law 1-33-44, the Bureau of Information and Telecommunications ("BIT") oversees the acquisition of office systems technology, software and services; telecommunication equipment, software and services; and data processing equipment, software, and services for departments, agencies, commissions, institutions and other units of state government. BIT requires the contract provisions which are attached to this Agreement as Exhibit B – Appendix and incorporated into this Agreement by reference. It is understood and agreed to by all parties that BIT, as the State's technology governing organization, has reviewed only Exhibit B – Appendix of this agreement.

In Witness Whereof, the parties signify their agreement effective the date below first written by the signatures affixed below. By signing this agreement, the Bureau of Information and Telecommunications (BIT) is representing that as the State's technology governing organization it has reviewed only the technical provisions of this agreement.

State	**Vendor**
______________________________ (Signature)	______________________________ (Signature)
BY: Marty Jackley ______________ (Name)	BY: ___________________________ (Name)
Attorney General ______________ (Title)	______________________________ (Title)
South Dakota Office of the Attorney General (State Agency)	______________________________ (Vendor)
______________________________ (Date)	______________________________ (Date)

BY: ______________________________
(David Zolnowsky)

Bureau of Information and Telecommunications
(Commissioner)

____
(Date)

-Name and phone number of contact person in State Agency who can provide additional information regarding this contract, please contact Kay McLain at 605-773-3215.
-This contract will be paid out of the following funds:

EXHIBIT A
WORK PLAN

EXHIBIT B
APPENDIX

EXHIBIT C
CONFIDENTIALITY PROVISION

1. In order for Vendor to perform the computer programming services contemplated under the Agreement, Vendor may require access to confidential information.
2. Vendor acknowledges the State's need to keep confidential information it maintains, that is subject to various confidentiality statutes and legal privileges held by the State as well as other agencies, state agency clients, in-state and out-of-state government entities, and third parties.
3. Vendor agrees that in order to protect the confidentiality and legal privileges associated with State computer usage and data storage that it and all of its officers, agents, and employees:
    a. Will not, at any time, either directly or indirectly, make public, reveal, or communicate to any person, firm, or corporation or public entity, in any manner whatsoever, any information concerning any matters affecting or relating to confidential records or data that may be obtained in the course of performing this Agreement.
    b. Will not reproduce or transfer in any way or manner or share with any person, except as specifically authorized by the State, any confidential data or information provided by the State.
    c. Will not read, review, monitor, access, or attempt entry or other accession, of any data, documents, records, files (private or public), databases, communications, research trails, cookies, hard drives, servers, back up tapes or other back up mechanisms or facilities, on any State computer.
4. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Vendor agrees that its officers, agents and employees may be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the confidential information and related work activities to employees that have executed such agreements.
5. Vendor will enforce the terms of this Confidentiality Provision to its fullest extent. Vendor agrees to prohibit any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision.
6. Violation of this Confidentiality Provision is cause for immediate termination of this Agreement and could subject any violator to criminal prosecution in accordance with state law.

7. Neither this Confidentiality Provision, nor any part thereof, shall establish any privacy rights to, for, or on the part of, any employee of the Vendor or State or waive any remedies against any such person for illegal, improper, or unauthorized use of the computers or any computer system or portion thereof.
8. Vendor understands that the State is subject to certain obligations regarding public information under South Dakota's open records laws, which include SDCL ch. 1-27.

APPENDIX C – Included I/T Contract Terms and Conditions– Vendor Hosted Proposal Contract Exhibit B

1. The Vendor will perform those services described in the Work Plan, attached hereto as Exhibit A.

a. In the performance of these services and providing the deliverables under the Agreement, Vendor, and its employees shall exercise the degree of skill and care consistent with customarily accepted practices and procedures for the performance of the type of services required. The Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services and deliverables furnished by the Vendor and any subcontractors, if applicable, under this Agreement.

b. Vendor represents and warrants that:

i. It shall give high priority to the performance of the services; and

ii. The services shall be performed in a timely manner.

c. It shall be the duty of the Vendor to assure that its services and deliverables are technically sound and in conformance with all pertinent technical codes and standards.

d. The Vendor shall be responsible to the State for material deficiencies in the contracted deliverables and services which result from the failure to meet the standard given herein. Vendor shall promptly correct or revise any material errors or omissions in deliverables and re-perform any services which are not in compliance with such representations and warranties at no cost to the State, provided that Vendor's failure to comply is not related or attributable, in whole or in part, to the actions, errors or omissions of the State.

e. Permitted or required approval by the State of any services or deliverables furnished by the Vendor shall not in any way relieve the Vendor of its responsibility for the professional quality and technical accuracy and adequacy of its work. The State's review, approval, acceptance, or payment for any of the Vendor's services or deliverables herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and except as provided herein the Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the State caused by the Vendor's performance or failure to perform under this Agreement.

f. In the event of a breach of these representations and warranties, Vendor shall immediately, after telephonic notice from the State, begin work on curing such breaches. If it is necessary for Vendor to send at least one qualified and knowledgeable representative to the State's site where the system is located, this will be done at Vendor's sole expense. This representative will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the site. The rights and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement or by law.

2. In connection with the performance of this Agreement and the provision of services and

deliverables under this Agreement, neither party will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Neither party will improperly use any trade secrets or confidential or proprietary information owned by any third party in performing this Agreement or the services related to this Agreement.

3. The Vendor represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or, to Vendor's knowledge, threatened suit by any such third party based on an alleged violation of such rights by Vendor. The Vendor further represents and warrants that the person executing this Agreement for Vendor has actual authority to bind Vendor to each and every term, condition and obligation to this Agreement, and that all requirements of Vendor have been fulfilled to provide such actual authority.

4. In accordance with Section 5 of this Agreement, Vendor will, at its expense, indemnify, defend and hold harmless State and its affiliates, and their respective successors and assigns, and their respective directors, officers and employees, from and against any and all claims, demands, suits, action and any and all damages, losses, liabilities, taxes, penalties, fines, charges, costs and expenses (including reasonable attorneys' fees) arising from or relating to a third party claim that any of the services or deliverables provided by Vendor to the State under this Agreement infringes that party's U.S. patent, U.S. trademark or copyright or misappropriates that party's trade secret or other intellectual property right, provided, however, Vendor shall not be required to indemnify State and its affiliates for any claims that result from or are related to: (i) the State's or other party's combination, operation, or use of the software in a manner not specifically authorized by Vendor; or (ii) alterations or modifications to the software not performed or authorized by Vendor.

If such a third party claim is made or appears likely to be made, Vendor, in its sole discretion, may elect: (i) to procure for State the right to continue to use the software product; (ii) to replace, at Vendor's cost, the software product, or any portion thereof, with a substitute product that functions substantially in accordance with the product's specifications; (iii) to modify the software product so that it does not infringe or misappropriate, provided that the product, as modified, continues to perform substantially in accordance with the applicable specifications.

Vendor's obligation to indemnify the State hereunder will be contingent on the State (i) notifying the Vendor in writing of the claim; (ii) allowing the Vendor the ability to control, and cooperating with Vendor in, the defense thereof and any related settlement negotiations; and (iii) in no event, agreeing to, or authorizing settlement of, any such claim without Vendor's prior written agreement, which such consent shall not be unreasonably withheld, conditioned or delayed. Vendor will reimburse State's reasonable out-of-pocket expenses incurred in providing assistance regarding any claim.

5. Vendor further represents and warrants that:

a. Vendor is an organization duly organized, validly existing and in good standing under the laws of its state of organization and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

b. The execution, delivery and performance of this Agreement has been duly authorized by Vendor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Vendor to enter into this Agreement and perform its obligations under this Agreement;

c. Vendor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Vendor will conduct business in connection with this Agreement;

d. Vendor has obtained all licenses, certifications, permits, and authorizations necessary to provide the deliverables and perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Vendor's deliverables and performance of the services. Vendor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense; and

e. Vendor's methods of accounting are consistent with Generally Accepted Accounting Principles (GAAP) and are capable of segregating costs by stage, segment, or cost objective in order to support change order accounting.

6. INFORMATION TECHNOLOGY STANDARDS: Any software or hardware provided under this agreement will comply with state standards which can be found at http://bit.sd.gov/standards/ .

7. SECURE PRODUCT DEVELOPMENT: Consistent with the provisions of the agreement, the Vendor, subcontractor and or agent shall use the highest applicable industry standards for sound secure software development practices to resolve critical security issues as quickly as possible. These standards include but are not limited to the South Dakota Application Security Vulnerabilities document found at http://cybersecurity.sd.gov/docs/development/DevelopmentSecurityItems.pdf. Items listed under Section A of the South Dakota Security Vulnerabilities document may not be present in the software. Continued compliance to these standards is required as the standards will change over time. The "highest applicable industry standards" shall also be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances.

By signing this agreement, the Vendor agrees to provide the following information to the State:

A. Name of the person responsible for certifying that all deliverables are secure.

B. Documentation detailing the vendor's version upgrading process (for those applications where there is or will be a maintenance agreement).

C. Notification of application patches and updates (for those applications where there is/will be a maintenance agreement).

D. List of tools used in the software development environment used to verify secure coding.

E. Based on a risk assessment, provide the State the secure configuration guidelines, specifications and requirements that describe security relevant configuration options and their implications for the overall security of the software. The guidelines, specifications and requirements must include descriptions of dependencies on the supporting platform, including operating system, web server, application server and how they should be configured for security. The default configuration of the software shall be secure.

At the State's discretion the State will discuss the security controls used by the State with the

Vendor upon the Vendor signing a non-disclosure agreement.

8. THREAT NOTIFICATION: Upon becoming aware of a possible security threat(s) or exploit(s) with the Vendor's product(s) and or service(s) being used by the State the Vendor will notify the State within two (2) business days of any such threat(s) or exploit(s) and, if the State requests, provide the State with information on the threat(s) or exploit(s).

9. SECURITY INCIDENT AND BREACH NOTIFICATION:

A. The Vendor, unless stipulated otherwise, shall notify the State Contact within 12 hours if the Vendor reasonably believes there has been a security incident.

If notification of a security incident or data breach to the State Contact is delayed because it may impede a criminal investigation or jeopardize homeland or federal security, notification must be given to the State within twelve (12) hours after law-enforcement provides permission for the release of information on the security incident or data breach.

B. Notification to the State should include at a minimum all data available including: (i) Name of and contact information for the Vendor's Point of Contact for the security incident or data breach: (ii) date and time of the security incident or data breach; (iii) date and time the security incident or data breach was discovered: (iv) description of the security incident or data breach including the data involved, being as specific as possible; (v) potential number of records known, and if unknown the range of records; (vi) address where the security incident or data breach occurred: and, (vii) the nature of the technologies involved. Notifications must be sent electronically and encrypted via NIST or other applicable federally approved encryption techniques. If there are none use AES-256 encryption with SHA-256 or SHA-2 hashing. Vendor shall use the term "data incident report" in the subject line of the email. If not all of the information is available for the notification within the specified time period Vendor shall provide the State with all of the available information.

10. HANDLING OF DATA BREACHES: If applicable, the Vendor will implement, maintain and update security incident and data breach procedures that comply with all State standards and Federal requirements. A data breach is the disclosure of, unauthorized access to, or use of, or modification of, or destruction of State data or the interference with system operations in an information system containing State data. The Vendor will also (i) fully investigate the incident, (ii) cooperate fully with the State's investigation of, analysis of, and response to the incident, (iii.) make a best effort to implement necessary remedial measures as soon as it is possible and (iv) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to implement changes in business practices in providing the services covered by this agreement. The Vendor will use a credit monitoring service, forensics company, advisors and public relations firm that are acceptable to the State, preserve all evidence including but not limited to communications, documents, and logs and the State will have the authority to set the scope of the investigation. In addition, the Vendor shall inform the State of actions being taken or will be taken to reduce the risk of further loss to the State.

Except as otherwise required by law, the Vendor shall only provide notice of the incident to the State. The State will determine whether notification to the affected parties will (i) jeopardize the State's interests and (ii) be more appropriate for the Vendor to make. The method and content of the notification of the affected parties must be coordinated with, and is subject to, approval by the State. If the Vendor is required by federal law or regulation to conduct a security incident or data breach investigation, the results of the investigation must be reported to the State. If the Vendor is required by federal law or regulation to notify the affected parties, the State must also be notified.

Notwithstanding any other provision of this agreement, and in addition to any other remedies available to the State under law or equity, the Vendor will reimburse the State in full for all costs incurred by the State in investigation and remediation of the data breach including, but not limited, to providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or contract. The Vendor shall also reimburse the State in full for all costs the State incurs in its offering of 3 years credit monitoring to each person whose data were compromised. The Vendor shall also pay any and all legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the data breach.

11. BROWSER: The system, site, and/or application must be compatible with supported versions of Edge, Chrome, Safari, Firefox and Internet Explorer browsers. QuickTime, PHP, Adobe ColdFusion, Adobe Flash and Adobe Animate CC will not be used in the system, site, and/or application.

12. THIRD PARTY HOSTING: If the Vendor has the State's and End User's data, which is data _____ , hosted by another party the Vendor must provide the State the name of this party The Vendor must provide the State with contact information for this third party and the location of their data center(s). The Vendor must receive from the third party written assurances that the State and End User data will reside in the continental United States at all times and provide these written assurances to the State. If during the term of this agreement the vendor changes from the Vendor hosting the data to a third-party hosting the data or changes third-party hosting provider, the Vendor will provide the State with one hundred and eighty (180) days' advance notice of this change and at that time provide the State with the information required above.

13. SOURCE CODE ESCROW:

A. Deposit in Escrow: "Source Code" means all source code of the Software, together with all commentary and other materials supporting, incorporated into or necessary for the use of such source code, including all supporting configuration, documentation, and other resource files and identification by Vendor and version number of any software (but not a license to such third-party software) used in connection with the source code and of any compiler, assembler, or utility used in generating object code.

   Within ninety (90) days of the effective date, Vendor shall deposit the Source Code for the software with a nationally recognized software escrow company (subject to the approval of the State, not to be unreasonably withheld) (the "Escrow Agreement"). Within thirty (30) days after delivery to the State of any major update, Vendor shall deposit the Source Code for such update with the Escrow Agent pursuant to the Escrow Agreement. For all other updates, Vendor shall deposit the Source Code for such updates on a semiannual basis with the Escrow Agent pursuant to the Escrow Agreement.

   The parties agree that the Escrow Agreement is an "agreement supplementary to" the Agreement as provided in Section 365(d) of Title 11, United States Code (the "Bankruptcy Code"). Immediately upon termination of this Agreement, the Source Code shall be released back to Vendor.

B. Conditions for release: The State will have the right to obtain the Source Code in accordance with and subject to the terms and conditions of this Section and the Escrow Agreement provided that all of the following three conditions are met (collectively a "Release Event"):

1. Vendor winds down its business or liquidates its business under a Chapter 7 Bankruptcy proceeding; or Vendor discontinues maintenance and support to the Software,

2. No entity has succeeded to Vendor's obligations to provide maintenance and support on the Software in accordance with the Agreement in effect between the parties, and

3. The State is not in breach of its obligations under this Agreement.

C. Source Code: In no event shall the State have the right to use the Source Code "barring a release event" for any purpose, and the State is specifically prohibited from using the Source Code to reverse engineer, develop derivative works or to sublicense the right to use the Source Code to any other person or entity for any purpose. Customer will also be obligated to treat the Source Code as Confidential Information of Vendor under the Agreement.

D. The cost for establishing and maintaining the Escrow Account will be that of the State.

14. DISASTER RECOVERY:

The Vendor will maintain a disaster recovery plan (the "Disaster Recovery Plan") with respect to the services provided to the State. For purposes of this Agreement, a "Disaster" shall mean any unplanned interruption of the operation of or inaccessibility to the Vendor's service in which the State, using reasonable judgment, requires relocation of processing to a recovery location. The State shall notify the Vendor as soon as possible after the State deems a service outage to be a Disaster. The Vendor shall move the processing of the State's services to a recovery location as expeditiously as possible and shall coordinate the cut-over.

15. AUDIT: When hosting any state data that may be confidential, private, financially sensitive, or contain personally identifiable information, the vendor must agree to:

Allow State, at Vendor's expense, twice annually, a security audit and vulnerability assessment to provide third party verification of Vendor's IT security safeguards for the system and its data and/or that of the company and its policies and procedures. At its request, the State may review any and all independent audit reports that document the system's and company's policies and/or procedure's security posture. This security audit and vulnerability assessment must come from a third party source agreed to in advance by the State.

The Vendor agrees to work with the State to rectify any serious security issues revealed by the security audit and vulnerability assessments. This includes additional security audits and vulnerability assessments that shall be performed after any remediation efforts to confirm the security issues have been resolved and no further security issues exist. It is required that any security audits must meet the requirements of the Payment Card Industry Data Security Standard (PCI DSS) irrespective of there being any PCI DSS data involved.

16. FACILITIES INSPECTION: The Vendor grants authorized state and/or federal personnel access to inspect their systems, facilities, work areas, contractual relationships with third parties involved in supporting any aspects of the Vendor hosted system, and the systems which support/protect the Vendor hosted system. This access will be granted on 24 hour notice. Such personnel will be limited to staff authorized by the State or the federal government to audit the system, and representatives of the State entity that funds the hosting. The State accepts that access will be arranged with an escort, and the Vendor commits that the escort will have the access and authority to provide physical access to facilities, answer appropriate questions, and provide requested documentation, including but not limited to executed contract terms, operating procedures, records of drills and tests, evidence of background checks, security logs, and any other items required by state or federal audit requirements or as deemed by the State to be required to demonstrate the Vendor is complying with all contract terms.

17. REDUNDANT POWER AND COOLING TO ALL HARDWARE: The Vendor will provide documentation and, at the discretion of the State, allow for on-site inspections as needed to demonstrate all facilities supporting the application have adequate redundant power and cooling capacity to operate uninterrupted, and without the need to refuel generators, for not less than 24 hours in the event the local external power fails.

18. UPS BACKUP: The Vendor will provide documentation and, at the discretion of the State, allow for on-site inspections as needed to demonstrate that all facilities supporting the application have adequate UPS power to carry the systems for not less than 10 minutes, and to protect the system from power fluctuations including, but not limited to, surge, spikes, sags, and instability.

19. RIGHTS AND LICENSE IN AND TO STATE AND END USER DATA: The parties agree that between them, all rights including all intellectual property rights in and to State and End User data shall remain the exclusive property of the State, and that the Vendor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

20. MIGRATION CAPABILITY: Upon termination or expiration of this Agreement, the Vendor will ensure that all State and End User Data is transferred to the State or a third party designated by the State securely, within a reasonable period of time, and without significant interruption in service, all as further specified in the Technical Specifications provided in the RFP. The Vendor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of the transferee, and to the extent technologically feasible, that the State will have reasonable access to State and End User Data during the transition.

The Vendor will notify the State of impending cessation of its business or that of a tiered provider and any contingency plans in the event of notice of such an event. This includes immediate transfer of any previously escrowed assets and data and State access to the Vendor's facilities to remove or destroy any State-owned assets and data. The Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the State. The Vendor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its services and those to be provided by its successor. The Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the State. The Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and impact on the State, all such work to be coordinated and performed in advance of the formal, final transition date.

21. HOST FACILITY PHYSICAL SECURITY: The Vendor will provide documentation and, at the discretion of the State, allow for on-site inspections as needed to demonstrate that all facilities supporting the application have adequate physical security. This includes, at a minimum, centrally administered electronic locks that control entry and exit from all rooms where the Vendor hosted system resides. Any door security system must either be connected to the building's power backup system as defined elsewhere or have internal battery power sufficient to last 24 hours in normal usage. Security events for the physical access system must be logged and the logs stored electronically in a secure location in a non-changeable format and must be searchable. Retention on the logs must be not less than 7 years. Log entries must be created for at least: successful entry and exit (indicating whether the access was to enter or exit the room) as well as all security related events such as, doors left open more than 30 seconds, forced entries, failed entry attempts, repeat entries without exit, repeat exits without entry, attempts to access doors for which access was not authorized. The Vendor agrees to provide, at the State's request, full access to search the security logs for any access or security events related to any and all rooms and physical locations hosting the State's system.

22. SCANNING AUTHORIZATION:

The definitions immediately below apply to the following term on security scanning.

- Test Data- data that mimics the data used by the Vendor for performing the work referenced in this agreement
- Test System- infrastructure and software that duplicates the Vendor system used for performing the work referenced in this agreement, this test system will utilize test data
- Security Scanning – the utilization of software tools to interrogate the application or hardware to assess compliance with standard best practices to preserve cyber security.
- Reverse Engineering – an action used to discover the content of application code.
- Application Code – the instruction utilized by a computer application to cause the computer to perform an instruction
- Computer system- the network of computers, the supporting and peripheral devices and software used by the Vendor to perform the work referenced in this agreement

The Vendor will provide the State, at a date, time and for duration agreeable to both parties, access to a test system containing tests data for Security Scanning activities. The system and data provided to the State by Vendor for testing purposes will be considered a test system containing test data. The State will not scan any environment known by the State to be a production environment at the time the scan is performed by the State. Vendor provides their consent for the State or any third-party acting for the State to scan the systems and data provided as the State wishes using any methodology that the State wishes. Any scanning performed by the State will not be considered a violation of any licensure agreements the State has with the Vendor or that the Vendor has with a third-party. The Vendor indemnifies the State for ordinary, consequential and incidental damages to the Vendor's computer system and the data it contains that is the result of scanning. Scanning by the State or any third-party acting for the State will not be considered reverse engineering. If the State's security scans discover security issues the State may collaborate with, at the State discretion, the Vendor on remediation efforts. These remediation efforts will not be considered a violation of any licensure agreements between the State and Vendor. The State while engaged, and after, with the Vendor on remediation is indemnified and held harmless from all actions, lawsuits, damages (including all ordinary, consequential and incidental damages) or other proceedings that arise from security scanning, remediation efforts, or any after effects of security scanning or remediation. This indemnification includes all defense costs as well as reasonable attorneys' fees the State of South Dakota is required to pay in any such proceedings. The State will not be charged for any costs incurred by the Vendor in these remediation efforts unless agreed to by the State in advance in writing. In the event of conflicting language this clause is to supersede any other language in this or any other agreement made between the State and the Vendor.

23. HOST NETWORK SECURITY: The Vendor will use industry standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement as indicated in the Information Technology User Security Guide.

The Vendor will, at its expense, either conduct or have conducted at least on an annual basis and provide to the State upon its request:

A. A vulnerability scan, performed by a scanner approved by the State, of the Vendor's systems and facilities that are used in any way to deliver services under this Agreement; and

B. A formal penetration test, performed by a process and qualified personnel approved by the State, of the Vendor's systems and facilities that are used in any way to deliver services under this Agreement.

24. LEGAL REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, the Vendor will:

A. Immediately notify the State of any subpoenas, warrants, or other legal orders, demands or requests received by the Vendor seeking State and/or End User Data maintained by the Vendor;

B. Consult with the State regarding its response;

C. Cooperate with the State's requests in connection with efforts by the State to intervene and quash or modify the legal order, demand or request; and

D. Upon the State's request, provide the State with a copy of both the demand or request and its proposed or actual response.

25. EDISCOVERY: The Vendor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Vendor shall not respond to service of process, and other legal requests related to the State without first notifying the State unless prohibited by law from providing such notice.

26. DATA PRIVACY:

A. The Vendor will use State Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for the State's and its End User's sole benefit, and will not share such data with, or disclose it to, any third party, without the prior written consent of the State or as otherwise required by law. By way of illustration and not of limitation, the Vendor will not use such data for the Vendor's own benefit and, in particular, will not engage in "data mining" of State or End User Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the State through a State employee or officer specifically authorized to grant such use of State data

B. All State and End User Data will be stored on servers located solely within the continental United States.

C. The Vendor will provide access to State and End User Data only to those Vendor employees and subcontractors who need to access the data to fulfill the Vendor's obligations under this Agreement.

27. DATA EXCHANGE AND ENCRYPTED DATA STORAGE: All facilities used to store and process State and End User data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, the Vendor warrants that all State and End User Data will be encrypted in transmission (including via web interface) and storage at no less than SHA256 level encryption with SHA256 or SHA2 hashing.

28. DATA RETENTION AND DISPOSAL:

A. The Vendor will use commercially reasonable efforts to retain data in an End User's account until the End User deletes them, or for an alternate time period mutually agreed by the parties.

B. Using appropriate and reliable storage media, the Vendor will regularly back up State and End User Data and retain such backup copies for a minimum of thirty-six months. At the end of that time period and at the State's election, the Vendor will either securely destroy or transmit to the State repository the backup copies. Upon the State's request, the Vendor will supply the State with a certificate indicating the nature of the storage media destroyed, the date destroyed, and the method of destruction used.

C. The Vendor will retain logs associated with End User activity for a minimum of seven years, unless the parties mutually agree to a different period.

D. The Vendor will immediately place a "hold" on the destruction under its usual storage media retention policies of storage media that include State and End User Data, in response to an oral or written request from authorized State personnel indicating that those records may be relevant to litigation that the State reasonably anticipates. Oral requests by the State for a hold on storage media destruction will be reproduced in writing and supplied to the Vendor for its records as soon as reasonably practicable under the circumstances. The State will promptly coordinate with the Vendor regarding the preservation and disposition of storage media. The Vendor shall continue to preserve the storage media until further notice by the State. The Vendor will provide documentation and, at the discretion of the State, allow for on-site inspections as needed to demonstrate that all facilities supporting the methods of disposal of storage media, are appropriate to and fulfill all of the State's needs. By way of example but not of limitation, all hard drives and tapes used to store State data must, upon destruction be properly disposed of.

29. MULTI-TENANT ARCHITECTURE LOGICALLY/PHYSICALLY SEPARATED TO INSURE DATA SECURITY: The Vendor will provide documentation and, at the discretion of the State, allow for on-site inspections as needed to demonstrate that all facilities supporting the application have adequate safeguards to assure that needed logical and physical separation is in place and enforced to insure data security, physical security, and transport security.

30. ACCESS ATTEMPTS: All access attempts, whether failed or successful, to any system connected to the Vendor hosted system which can access, read, alter, intercept, or otherwise impact

the Vendor hosted system or its data or data integrity shall be logged by the Vendor. For all systems, the log must include at least: log-in page used, username used, time and date stamp, incoming IP for each authentication attempt, and the authentication status, whether successful or not. Logs must be maintained not less than 7 years in a searchable database in an electronic format that is un-modifiable. At the request of the State, access must be granted to search those logs as needed to demonstrate compliance with the terms of this contract, and any and all audit requirements related to the Vendor hosted system.

31. PASSWORD POLICIES: Password policies for all Vendor employees will be documented annually and provided to the State to assure adequate password protections are in place. Logs and administrative settings will be provided to the State on request to demonstrate such policies are actively enforced.

32. SYSTEM UPGRADES: Advance notice of ___ (to be determined at contract time) shall be given to the State of any major upgrades or system changes that the Vendor will be implementing. A major upgrade is a replacement of hardware, software or firmware with a newer or better version, in order to bring the system up to date or to improve its characteristics. The State reserves the right to postpone these changes.

33. SEPARATION OF JOB DUTIES: The Vendor shall require commercially reasonable non-disclosure agreements, and limit staff access to State data to that which is required to perform job duties.

34. PROVISION OF SERVICES: The Vendor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided.

35. IDENTIFICATION OF BUSINESS PARTNERS: The Vendor shall identify all of its business partners and subcontractors related to services provided. under this contract, who will be involved in any application development and/or operations.

36. REMOVAL OF VENDOR REPRESENTATIVE: The State shall have the right at any time to require that the Vendor remove from the project any staff or subcontractor who the State believes is detrimental to the project. The State will provide the Vendor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Vendor shall immediately remove such individual.

37. LOCATION OF STATE AND END USER DATA: All State data hosted by the vendor will be stored in facilities located in the United States of America. At no time is it acceptable for any State data to be stored in facilities outside the United States of America. This restriction also applies to disaster recovery; any disaster recovery plan must provide for data storage entirely within the United States of America.

APPENDIX D – Included I/T Contract Terms and Conditions – State Hosted Proposal
Contract Exhibit B

1. The Vendor will perform those services described in the Work Plan, attached hereto as Exhibit A.

a. In the performance of these services and providing the deliverables under the Agreement, Vendor, and its employees shall exercise the degree of skill and care consistent with customarily accepted practices and procedures for the performance of the type of services required. The Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services and deliverables furnished by the Vendor and any subcontractors, if applicable, under this Agreement.

b. Vendor represents and warrants that:

i. It shall give high priority to the performance of the services; and

ii. The services shall be performed in a timely manner.

c. It shall be the duty of the Vendor to assure that its services and deliverables are technically sound and in conformance with all pertinent technical codes and standards.

d. The Vendor shall be responsible to the State for material deficiencies in the contracted deliverables and services which result from the failure to meet the standard given herein. Vendor shall promptly correct or revise any material errors or omissions in deliverables and re-perform any services which are not in compliance with such representations and warranties at no cost to the State, provided that Vendor's failure to comply is not related or attributable, in whole or in part, to the actions, errors or omissions of the State.

e. Permitted or required approval by the State of any services or deliverables furnished by the Vendor shall not in any way relieve the Vendor of its responsibility for the professional quality and technical accuracy and adequacy of its work. The State's review, approval, acceptance, or payment for any of the Vendor's services or deliverables herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and except as provided herein the Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the State caused by the Vendor's performance or failure to perform under this Agreement.

f. In the event of a breach of these representations and warranties, Vendor shall immediately, after telephonic notice from the State, begin work on curing such breaches. If it is necessary for Vendor to send at least one qualified and knowledgeable representative to the State's site where the system is located, this will be done at Vendor's sole expense. This representative will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the site. The rights and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement or by law.

2. In connection with the performance of this Agreement and the provision of services and deliverables under this Agreement, neither party will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Neither party will improperly use any trade secrets or confidential or proprietary information owned by any third party in performing this

Agreement or the services related to this Agreement.

3. The Vendor represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or, to Vendor's knowledge, threatened suit by any such third party based on an alleged violation of such rights by Vendor. The Vendor further represents and warrants that the person executing this Agreement for Vendor has actual authority to bind Vendor to each and every term, condition and obligation to this Agreement, and that all requirements of Vendor have been fulfilled to provide such actual authority.

4. In accordance with Section 5 of this Agreement, Vendor will, at its expense, indemnify, defend and hold harmless State and its affiliates, and their respective successors and assigns, and their respective directors, officers and employees, from and against any and all claims, demands, suits, action and any and all damages, losses, liabilities, taxes, penalties, fines, charges, costs and expenses (including reasonable attorneys' fees) arising from or relating to a third party claim that any of the services or deliverables provided by Vendor to the State under this Agreement infringes that party's U.S. patent, U.S. trademark or copyright or misappropriates that party's trade secret or other intellectual property right, provided, however, Vendor shall not be required to indemnify State and its affiliates for any claims that result from or are related to: (i) the State's or other party's combination, operation, or use of the software in a manner not specifically authorized by Vendor; or (ii) alterations or modifications to the software not performed or authorized by Vendor.

If such a third party claim is made or appears likely to be made, Vendor, in its sole discretion, may elect: (i) to procure for State the right to continue to use the software product; (ii) to replace, at Vendor's cost, the software product, or any portion thereof, with a substitute product that functions substantially in accordance with the product's specifications; (iii) to modify the software product so that it does not infringe or misappropriate, provided that the product, as modified, continues to perform substantially in accordance with the applicable specifications.

Vendor's obligation to indemnify the State hereunder will be contingent on the State (i) notifying the Vendor in writing of the claim; (ii) allowing the Vendor the ability to control, and cooperating with Vendor in, the defense thereof and any related settlement negotiations; and (iii) in no event, agreeing to, or authorizing settlement of, any such claim without Vendor's prior written agreement, which such consent shall not be unreasonably withheld, conditioned or delayed. Vendor will reimburse State's reasonable out-of-pocket expenses incurred in providing assistance regarding any claim.

5. Vendor further represents and warrants that:

a. Vendor is an organization duly organized, validly existing and in good standing under the laws of its state of organization and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

b. The execution, delivery and performance of this Agreement has been duly authorized by Vendor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Vendor to enter into this Agreement and perform its obligations under this Agreement;

c. Vendor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Vendor will conduct business in connection with this Agreement;

d. Vendor has obtained all licenses, certifications, permits, and authorizations necessary to provide the deliverables and perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Vendor's deliverables and performance of the services. Vendor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense; and

e. Vendor's methods of accounting are consistent with Generally Accepted Accounting Principles (GAAP) and are capable of segregating costs by stage, segment, or cost objective in order to support change order accounting.

6. INFORMATION TECHNOLOGY STANDARDS: Any software or hardware provided under this agreement will comply with state standards which can be found at http://bit.sd.gov/standards/.

7. SECURITY: The Vendor shall take all actions necessary to protect State information from exploits, inappropriate alterations, access or release, and malicious attacks.

By signing this agreement, the Vendor warrants that:

A. All known security issues are resolved.

B. Assistance will be provided to the State by the Vendor in performing an investigation to determine the nature of any security issues that are discovered or are reasonably suspected after acceptance. This investigation can include security scans made at the State's discretion. Failure by the Vendor to remedy any security issues discovered can be considered a breach of this agreement by the State

C. State technology standards, policies, and best practices will be followed. State technology standards can be found at http://bit.sd.gov/standards/.

D. All members of the development team have been successfully trained in secure programming techniques.

E. A source code control system will be used that authenticates and logs the team member associated with all changes to the software baseline and all related configuration and build files.

F. State access to the source code will be allowed to ensure State security standards, policies, and best practices which can be found at http://bit.sd.gov/standards/ are followed.

G. The Vendor will fully support and maintain the Vendor's application on platforms and code bases (including but not limited to: operating systems, hypervisors, web presentation layers, communication protocols, security products, report writers, and any other technologies on which the application depends) that are still being supported, maintained, and patched by the applicable third parties owning them. The Vendor may not withhold support from the State for this application nor charge the State additional fees as a result of the State moving the Vendor's application to a new release of third party technology if:

i. The previous version of the third party code base or platform is no longer being maintained, patched, and supported; and

ii. The new version to which the State moved the application is actively maintained, patched, and supported.

If there are multiple versions of the applicable code base or platform(s) supported by the third party in question, the Vendor may limit their support and maintenance to any one or all of the applicable third party code bases or platforms.

If a code base or platform on which the Vendor's application depends is no longer supported, maintained, or patched by a qualified third party, the Vendor commits to migrate its application from that code base and/or platform to one that is supported, maintained, and patched after the State has performed a risk assessment using industry standard tools and methods. Based on that assessment, the Vendor will fix or mitigate the risk based on the following schedule: high risk, within 7 days, medium risk within 14 days, low risk, within 30 days. Failure on the part of the Vendor to work in good faith with the State toward a timely move to supported, maintained, and patched technology shall constitute a breach of this agreement and shall allow the State to cancel this agreement without penalty.

8. LICENSE TO PERFORM SECURITY SCANNING: The definitions immediately below apply to the following terms on security scanning.

- Security Scanning – the utilization of software tools to interrogate the application or hardware to assess compliance with standard best practices to preserve cyber security.
- Reverse Engineering – an action used to discover the content of application code.
- Application Code – the instruction utilized by a computer application to cause the computer to perform an instruction

The Vendor will provide the State, at a time and for duration agreeable to both parties, access to the application and underlying hardware referenced in this agreement for Security Scanning activities. Any scanning performed by the State will not be considered a violation of any licensure agreements the State has with the Vendor or the Vendor has with a third-party. Scanning by the State or any third-party acting for the State will not be considered reverse engineering. If the State Security Scanning efforts discover security issues the State may collaborate with, at the State discretion, the Vendor on remediation efforts, these remediation efforts will not be considered a violation of any licensure agreements the State has with the Vendor. The State while engaged, and after, with the Vendor on remediation will be indemnified and held harmless by the Vendor from all actions, lawsuits, damages (including all ordinary, incidental, consequential, and exemplary damages) or other proceedings that arise from security scanning, remediation efforts, or any after effects of security scanning or remediation. This indemnification includes all defense costs as well as reasonable attorneys' fees the State of South Dakota is required to pay in any such proceedings. The State will not be charged for any costs incurred by Vendor in these remediation efforts unless agreed to by the State in advance in writing. In the event of conflicting language this clause to supersede any other language in this or any other agreement made between the State and the Vendor.

9. SECURITY SCANNING: The State routinely applies security patches and security updates as needed to maintain compliance with industry best practices as well as state and federal audit requirements. Vendors who do business with the State must also subscribe to industry security

practices and requirements. Vendors must include costs and time needs in their proposals and project plans to assure they can maintain currency with all security needs throughout the life-cycle of a project. The State will collaborate in good faith with the Vendor to help them understand and support State security requirements during all phases of a project's life-cycle but will not assume the costs to mitigate applications or processes that fail to meet then-current security requirements.

At the State's discretion, security scanning will be performed and or security settings put in place or altered during the software development phase and during pre-production review for new or updated code. These scans and tests, initially applied to development and test environments, can be time consuming and should be accounted for in project planning documents and schedules. Products not meeting the State's security and performance requirements will not be allowed into production and will be barred from User Acceptance Testing (UAT) until all issues are addressed to the State's satisfaction. The discovery of security issues during UAT are automatically sufficient grounds for non-acceptance of a product even though a product may satisfy all other acceptance criteria. Any security issues discovered during UAT that require product changes will not be considered a project change chargeable to the State. The State urges the use of industry scanning/testing tools and recommends secure development methods are employed to avoid unexpected costs and project delays. Costs to produce and deliver secure and reliable applications are the responsibility of the Vendor producing or delivering an application to the State. Unless expressly indicated in writing, the State assumes all price estimates and bids are for the delivery and support of applications and systems that will pass security and performance testing.

10. SECURE PRODUCT DEVELOPMENT: Consistent with the provisions of the agreement, the Vendor, subcontractor and or agent shall use the highest applicable industry standards for sound secure software development practices to resolve critical security issues as quickly as possible. These standards include but are not limited to the South Dakota Application Security Vulnerabilities document found at http://cybersecurity.sd.gov/docs/development/DevelopmentSecurityItems.pdf. Items listed under Section A of the South Dakota Security Vulnerabilities document may not be present in the software. Continued compliance to these standards is required as the standards will change over time. The "highest applicable industry standards" shall also be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances.

By signing this agreement, the Vendor agrees to provide the following information to the State:

A. Name of the person responsible for certifying that all deliverables are secure.

B. Documentation detailing the vendor's version upgrading process (for those applications where there is or will be a maintenance agreement).

C. Notification of application patches and updates (for those applications where there is/will be a maintenance agreement).

D. List of tools used in the software development environment used to verify secure coding.

E. Based on a risk assessment, provide the State the secure configuration guidelines, specifications and requirements that describe security relevant configuration options and their implications for the overall security of the software. The guidelines, specifications and requirements must include descriptions of dependencies on the supporting platform, including operating system, web server, application server and how they should be configured for security. The default configuration of the software shall be secure.

At the State's discretion the State will discuss the security controls used by the State with the Vendor upon the Vendor signing a non-disclosure agreement.

11. MALICIOUS CODE: The Vendor warrants that:

A. The software contains no code that does not support an application requirement.

B. Vendor will not insert into the software or any media on which the software is delivered any malicious or intentionally destructive code and

C. Vendor will use commercially reasonable efforts consistent with industry standards to scan for and remove any malicious code from the software before installation. In the event any malicious code is discovered in the software delivered by the Vendor, the Vendor shall provide the State at no charge with a copy of the applicable software that contains no malicious code or otherwise correct the affected portion of the services provided to the State. The remedies in this paragraph are in addition to other additional remedies available to the State

D. Will resolve all known security issues

12. DENIAL OF ACCESS OR REMOVAL OF AN APPLICATION FROM PRODUCTION: During the life of this agreement the application can be denied access to or removed from production at the State's discretion. The reasons for the denial of access or removal of the application from the production system may include security, functionality, unsupported third party technologies, or excessive resource consumption of resources. At the discretion of the State, contractual payments may be suspended while the application is denied access to or removed from production if the problem is caused by the Vendor's actions or inactions. Access to production and any updates to production will be made only with the State's prior approval. It is expected that the Vendor shall provide the State with proof of the remedy proposed before the State provides access to production. The State shall sign a non-disclosure agreement with the Vendor if revealing the remedy will put the Vendor's intellectual property at risk. If the Vendor is unable to produce the project deliverables due to the Vendor actions or inactions within thirty (30) days of the application's denial of access or removal from production and the Vendor does not alter the project schedule or deliverables in writing within the same thirty (30) days then at the State's discretion the agreement may be terminated and Vendor is required to refund to the State the prorated contract amount.

13. MOVEMENT OF PRODUCT: The State operates a virtualized computing environment and retains the right to use industry standard hypervisor high availability, fail-over, and disaster recovery systems to move instances of the product(s) between the install sites defined with the Vendor within the provisions of resource and usage restrictions outlined elsewhere in the agreement. As part of normal operations the State may also install the product on different computers or servers if the product is also removed from the previous computer or server within the provisions of resource and usage restrictions outlined elsewhere in the agreement. All such movement of product can be done by the State without any additional fees or charges by the Vendor.

14. USE OF PRODUCT ON VIRTUALIZED INFRASTRUCTURE AND CHANGES TO

THAT INFRASTRUCTURE: The State operates a virtualized computing environment and uses software-based management and resource capping to fulfill licensing obligations and retains the right to use and upgrade as deemed appropriate its hypervisor and operating system technology and related hardware to execute the product without additional license fees or other charges provided the State assures the guest operating system(s) running within that hypervisor environment continue to present computing resources to the licensed product that conform with the terms of the license agreement. The computing resource allocations within the State's hypervisor software-based management controls for the guest operating system(s) executing the product shall be the only consideration in licensing compliance related to computing resource capacity.

15. LOAD BALANCING: The State routinely load balances across multiple servers applications that run on the State's computing environment. The Vendor's product must be able to be load balanced across multiple servers. Any changes or modifications required to allow the Vendor's product to be load balanced so that it can operate on the State's computing environment will be at the Vendor's expense.

16. USE OF ABSTRACTION TECHNOLOGIES:

The Vendor's application must use abstraction technologies in all applications, that is the removal of the network control and forwarding functions that allows the network control to become directly programmable and the underlying infrastructure to be separated for applications and network services.

The Vendor warrants that hard-coded references will not be used in the application. Use of hard-coded references will result in a failure to pass pre-production testing or may cause the application to fail or be shut down at any time without warning and or be removed from production. Correcting the hardcoded references is the responsibility of the Vendor and will not be a project change chargeable to the State. If the use of hard-coded references is discovered after User Acceptance Testing the Vendor will correct the problem at no additional cost.

17. THREAT NOTIFICATION: Upon becoming aware of a possible security threat(s) or exploit(s) with the Vendor's product(s) and or service(s) being used by the State the Vendor will notify the State within two (2) business days of any such threat(s) or exploit(s) and, if the State requests, provide the State with information on the threat(s) or exploit(s).

18. SECURITY INCIDENT AND BREACH NOTIFICATION:

A. The Vendor, unless stipulated otherwise, shall notify the State Contact within 12 hours if the Vendor reasonably believes there has been a security incident.

If notification of a security incident or data breach to the State Contact is delayed because it may impede a criminal investigation or jeopardize homeland or federal security, notification must be given to the State within twelve (12) hours after law-enforcement provides permission for the release of information on the security incident or data breach.

B. Notification to the State should include at a minimum all data available including: (i) Name of and contact information for the Vendor's Point of Contact for the security incident or data breach: (ii) date and time of the security incident or data breach; (iii) date and time the security incident or data breach was discovered: (iv) description of the security incident or data breach including the data involved, being as specific as possible; (v) potential number of records known, and if unknown the range of records; (vi) address where the security incident or data breach occurred: and, (vii) the nature of the technologies involved. Notifications must be sent electronically and encrypted via NIST or other applicable federally approved encryption techniques. If there are none use AES-256 encryption with SHA-256 or SHA-2 hashing. Vendor shall use the term "data incident report" in the subject line of the email. If not all of the information is available for the notification within the specified time period Vendor shall provide the State with all of the available information.

19. HANDLING OF DATA BREACHES: If applicable, the Vendor will implement, maintain and update security incident and data breach procedures that comply with all State standards and Federal requirements. A data breach is the disclosure of, unauthorized access to, or use of, or modification of, or destruction of State data or the interference with system operations in an information system containing State data. The Vendor will also (i) fully investigate the incident, (ii) cooperate fully with the State's investigation of, analysis of, and response to the incident, (iii.) make a best effort to implement necessary remedial measures as soon as it is possible and (iv) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to implement changes in business practices in providing the services covered by this agreement. The Vendor will use a credit monitoring service, forensics company, advisors and public relations firm that are acceptable to the State, preserve all evidence including but not limited to communications, documents, and logs and the State will have the authority to set the scope of the investigation. In addition, the Vendor shall inform the State of actions being taken or will be taken to reduce the risk of further loss to the State.

Except as otherwise required by law, the Vendor shall only provide notice of the incident to the State. The State will determine whether notification to the affected parties will (i) jeopardize the State's interests and (ii) be more appropriate for the Vendor to make. The method and content of the notification of the affected parties must be coordinated with, and is subject to, approval by the State. If the Vendor is required by federal law or regulation to conduct a security incident or data breach investigation, the results of the investigation must be reported to the State. If the Vendor is required by federal law or regulation to notify the affected parties, the State must also be notified.

Notwithstanding any other provision of this agreement, and in addition to any other remedies available to the State under law or equity, the Vendor will reimburse the State in full for all costs incurred by the State in investigation and remediation of the data breach including, but not limited, to providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or contract. The Vendor shall also reimburse the State in full for all costs the State incurs in its offering of 3 years credit monitoring to each person whose data were compromised. The Vendor shall also pay any and all legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the data breach.

20. BROWSER: The system, site, and/or application must be compatible with supported versions of Edge, Chrome, Safari, Firefox and Internet Explorer browsers. QuickTime, PHP, Adobe ColdFusion, Adobe Flash and Adobe Animate CC will not be used in the system, site, and/or application.

21. BACKUP COPIES: The State may make and keep backup copies of the software without additional cost or obligation on the condition that:

A. The State maintains possession of the backup copies.

B. The backup copies are used only as bona fide backups.

22. USE OF ABSTRACTION TECHNOLOGIES:

The Vendor's application must use abstraction technologies in all applications, that is the removal of the network control and forwarding functions that allows the network control to become directly programmable and the underlying infrastructure to be separated for applications and network services.

The Vendor warrants that hard-coded references will not be used in the application. Use of hard-coded references will result in a failure to pass pre-production testing or may cause the application to fail or be shut down at any time without warning and or be removed from production. Correcting the hardcoded references is the responsibility of the Vendor and will not be a project change chargeable to the State. If the use of hard-coded references is discovered after User Acceptance Testing the Vendor will correct the problem at no additional cost.

State of South Dakota

Appendix ___
Security and Vendor Questions

A = Data Center
B = Development
C = PMO Office
D = Telecommunications

	BIT Owner	Question	Response	Add text as required use "NA" when appropriate
1.	C	Typically the State of South Dakota prefers to host all systems. In the event that the State decides that it would be preferable for the vendor to host the system, is this an option?	Yes☐ No☐ NA ☐	
2.	D	Is there a workstation install requirement?	Yes☐ No☐ NA ☐	
3.	A/D	Is this a browser based User Interface?	Yes☐ No☐ NA ☐	
4.	B/C	What is the development technologies used for this system? ASP ________ VB.Net ________ C#.Net ________ .NET Framework ________ Java/JSP ________ MS SQL ________		
5.	A	Will the system support authentication? Does the system give clues about valid username or password content or structure, for example when a user forgets their username or after a failed login attempt? Are usernames and passwords	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	

		generated by the system using user-specific information such as last name or birthdate? If Yes to these, please explain		
6.		Is a user required to change their password? How often? What are the complexity requirements for the passwords? (BIT password requirements are available in Section 230.67.4.4 of the Information Technology Security Policy which can be supplied upon request).	Yes☐ No☐ NA ☐	
7.	A	Will the system infrastructure require an email interface?	Yes☐ No☐ NA ☐	
8.	A	Will the system require a database?	Yes☐ No☐ NA ☐	
9.	A	Will the system infrastructure require database replication?	Yes☐ No☐ NA ☐	
10.	A	Will the system require transaction logging for database recovery?	Yes☐ No☐ NA ☐	
11.	A	Will the system infrastructure have a special backup requirement?	Yes☐ No☐ NA ☐	
12.	A	If your application is hosted on the state's infrastructure will it require a dedicated environment?	Yes☐ No☐ NA ☐	
13.	A	If your application is hosted on a dedicated environment within the state's infrastructure are all costs for the needed software licenses included in your cost proposal? If so will you provide copies of the licenses with a line-item list of their proposed costs before they are finalized?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
14.	A	If your application is running on a dedicated environment on the state's infrastructure and there is additional software licenses covered in your proposal will these licenses be in the state's name? If not, please explain your proposed approach to software licenses.	Yes☐ No☐ NA ☐	
15.	B/C	Will the system provide an archival solution? If not is the State expected to develop a customized archival solution?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
16.	A	Will the system infrastructure have any processes that require scheduling?	Yes☐ No☐ NA ☐	
17.	A/B	Will the system infrastructure include a separate OLTP or Data Warehouse Implementation?	Yes☐ No☐ NA ☐	

18.	A/B	Will the system infrastructure require a Business Intelligence solution?	Yes☐ No☐ NA ☐	
19.	B/C	Will the system have any workflow requirements?	Yes☐ No☐ NA ☐	
20.	C	Explain the software licensing model.	Yes☐ No☐ NA ☐	
21.	A	If the product is hosted at the state will there be a request to include an application to monitor license compliance?		
22.	A	The State expects to be able to move your product without cost for Disaster Recovery purposes and to maintain high availability. Will this be an issue?	Yes☐ No☐ NA ☐	
23.	A	Can the system be implemented via Citrix?	Yes☐ No☐ NA ☐	
24.	B/D	Will the system implement its own level of security?	Yes☐ No☐ NA ☐	
25.	A	Can the system be integrated with our enterprise Active Directory to ensure access is controlled?	Yes☐ No☐ NA ☐	
26.	A	Will the system print to a Citrix compatible networked printer?	Yes☐ No☐ NA ☐	
27.	D	Will the network communications meet IEEE standard TCP/IP and use either standard ports or State defined ports as the State determines?	Yes☐ No☐ NA ☐	
28.	A/D	Will the system provide Internet security functionality on Public portals using encrypted network/secure socket layer connections in line with current recommendations of the Open Web Application Security Project (OWASP)?	Yes☐ No☐ NA ☐	
29.	D	Will the system provide Internet security functionality on a public portal to include firewalls?	Yes☐ No☐ NA ☐	
30.	D	It is State policy that no equipment can be connected to State Network without direct approval of BIT Network Technologies, would this affect the implementation of the system?	Yes☐ No☐ NA ☐	
31.	D	Does your application use Java, is it locked into a certain version or will it use the latest version if so what is your process for updating the application?	Yes☐ No☐ NA ☐	

32.	D	If your application does not run under the latest Microsoft operating system what is your process for updating the application?		
33.	A	Will the server based software support: a. Windows server 2012 R2 b. IIS7.0 or higher c. MS SQL Server 2008R2 or higher d. Exchange 2010 or higher e. Citrix presentation server 4.5 or higher f. VMWare ESXi 5.5 or higher g. MS Windows Updates h. Symantec End Point Protection	 Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
34.	B	Identify each of the Data, Business and Presentation layer technologies your product would use and provide a roadmap outlining how your release and or update roadmap aligns with the release and or update roadmap for this technology.		
35.	D	All network systems must operate within the current configurations of the State of South Dakota's firewalls, switches, IDS/IPS and desktop security infrastructure. Would this affect the implementation of the system?	Yes☐ No☐ NA ☐	
36.	A	It is State policy that all systems must be compatible with BITs dynamic IP addressing solution (DHCP). Would this affect the implementation of the system?	Yes☐ No☐ NA ☐	
37.	A	It is State policy that all systems that require an email interface must leverage existing SMTP processes currently managed by BIT Datacenter. Mail Marshal is the existing product used for SMTP relay. Would this affect the implementation of the system?	Yes☐ No☐ NA ☐	
38.	D	It is State policy that all Vendor/Contractor Remote Access to systems for support and maintenance on the State Network will only be allowed through Citrix Secure Gateway. Would this affect the implementation of the system?	Yes☐ No☐ NA ☐	

39.	D	It is State policy that all software must be able to use either standard Internet Protocol ports or Ports as defined by the State of South Dakota BIT Network Technologies. Would this affect the implementation of the system?	Yes☐ No☐ NA ☐	
40.	A	It is State policy that all HTTP/SSL communication must be able to be run behind State of South Dakota content switches and SSL accelerators for load balancing and off-loading of SSL encryption. If need is determined by the State, would this affect the implementation of the system?	Yes☐ No☐ NA ☐	
41.	A	The State has a virtualize first policy that requires all new systems to be configured as virtual machines. Would this affect the implementation of the system?	Yes☐ No☐ NA ☐	
42.	D	It is State policy that all access from outside of the State of South Dakota's private network will be limited to set ports as defined by the State and all traffic leaving or entering the State network will be monitored. Would this affect the implementation of the system?	Yes☐ No☐ NA ☐	
43.	D	It is State policy that systems must support NAT and PAT running inside the State Network. Would this affect the implementation of the system?	Yes☐ No☐ NA ☐	
44.	D	It is State policy that systems must not use dynamic TCP or UDP ports unless the system is a well-known one that is state firewall supported (FTP, TELNET, HTTP, SSH, etc.). Would this affect the implementation of the system?	Yes☐ No☐ NA ☐	
45.	D	Will your system use Adobe Air, Adobe Flash, Apache Flex, JavaFX, Microsoft Silverlight or QuickTime? If yes what are your plans for moving off them?	Yes☐ No☐ NA ☐	
46.	D	Does your web application use PHP or Adobe ColdFusion?	Yes☐ No☐ NA ☐	
47.	A/B	How does data enter the system (transactional or batch or both)?		
48.	C	Is the system data exportable by the user for use in tools like Excel or Access?	Yes☐ No☐ NA ☐	
49.	C	Will user customizable data elements be exportable also?	Yes☐ No☐ NA ☐	

50.	C	Will the system distinguish between local versus global administrators where local administrators have rights to user management only for the program area that they are associated with and global administrators have rights for the entire system?	Yes☐ No☐ NA ☐	
51.	C	Will this system provide the capability to track data entry/access by the person, date and time?	Yes☐ No☐ NA ☐	
52.		Does the application contain mitigations for risks associated to uncontrolled login attempts (response latency, re-Captcha, lockout, IP filtering, Multi Factor authentication)? Which mitigations are in place what are the optional migrations?	Yes☐ No☐ NA ☐	
53.	A/B/ C/D	Will the system provide data encryption for sensitive information both in storage and transmission?	Yes☐ No☐ NA ☐	
54.		Are account credentials hashed and encrypted when stored?	Yes☐ No☐ NA ☐	
55.	D	It is State policy that systems at the discretion of the State may be scanned by BIT or a 3rd Party for security vulnerabilities. Scanning could take place annually as well as when there are code changes, is this acceptable?	Yes☐ No☐ NA ☐	
56.	C/D	The Vendors/Contractors are also expected to reply to follow-up questions in response to the answers they provided to the security questions. At the state's discretion a vendor's answers to the follow-up questions may be required in writing and/or verbally. The answers provided may be used as part of the vendor selection criteria. Is this acceptable?	Yes☐ No☐ NA ☐	
57.	A	The State of South Dakota currently schedules routine maintenance from 0400 to 0700 on Tuesday mornings for our non-mainframe environments and once a month from 0500 to 1200 for our mainframe environment. Systems will be offline during this scheduled maintenance time periods. Will this have a detrimental effect to the system?	Yes☐ No☐ NA ☐	
58.	A/C	Will the vendor provide assistance with installation?	Yes☐ No☐ NA ☐	
59.	A/C	Is there an installation guide available and will you provide a copy to the State?	Yes☐ No☐ NA ☐	
60.	A/C	Is telephone assistance available for both installation and use?	Yes☐ No☐ NA ☐	

61.	A/B /C	Is on-site assistance available? If so, is there a charge?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
62.	A/B /C	Will the implementation plan include user acceptance testing?	Yes☐ No☐ NA ☐	
63.	A/B /C	Will the implementation plan include performance testing?	Yes☐ No☐ NA ☐	
64.	A	Will SSL traffic be decrypted and inspected?	Yes☐ No☐ NA ☐	
65.	B	Will technical documentation for application maintenance purposes be provided to the State?	Yes☐ No☐ NA ☐	
66.	B/C	Will there be documented test cases for future releases including any customizations done for the State of South Dakota?	Yes☐ No☐ NA ☐	
67.	C	Can the user manual be printed?	Yes☐ No☐ NA ☐	
68.	C	Is the user manual electronically available?	Yes☐ No☐ NA ☐	
69.	C	Is there on-line help assistance available?	Yes☐ No☐ NA ☐	
70.	C	Describe your Support options.		
71.	A/C	Is there a method established to communicate availability of system updates?	Yes☐ No☐ NA ☐	
72.	A/D	The State implements enterprise wide anti-virus solutions on all servers and workstations as well as controls the roll-outs of any and all Microsoft patches based on level of criticality. Do you have any concerns in regards to this process?	Yes☐ No☐ NA ☐	
73.	B/C	Will you provide customization of the system if required by the State of South Dakota?	Yes☐ No☐ NA ☐	
74.	B	Will the state be required to develop customized interfaces to other applications?	Yes☐ No☐ NA ☐	
75.	B	Will the State be required to develop reports or data extractions from the database?	Yes☐ No☐ NA ☐	

76.	A/B /C	Will the State of South Dakota have access to the underlying data and data model for ad hoc reporting purposes?	Yes☐ No☐ NA ☐	
77.	C	Will the source code for the system be put in escrow for the State of South Dakota?	Yes☐ No☐ NA ☐	
78.	C	If the source code is placed in escrow, will the vendor pay the associated escrow fees?	Yes☐ No☐ NA ☐	
79.	B/C	If the State of South Dakota will gain ownership of the software, does the proposal include a knowledge transfer plan?	Yes☐ No☐ NA ☐	
80.	C	Explain the basis on which pricing could change for the state based on your licensing model.		
81.	C	Contractually, how many years price lock are you offering the state as part of your response? Also as part of your response, how many additional years are you offering to limit price increases and by what percent?		
82.	B/C	Has your company ever integrated this product with an enterprise service bus to exchange data between diverse computing platforms?	Yes☐ No☐ NA ☐	
83.	B/C	Has your company ever conducted a project where you were tasked with performing load testing?	Yes☐ No☐ NA ☐	
84.	B/C	Has your company ever developed a system that ran on Citrix Metaframe?	Yes☐ No☐ NA ☐	
85.	B/C	Have you ever created a User Acceptance Test plan and test cases?	Yes☐ No☐ NA ☐	
86.	C	It is State policy that all Vendor/Contractor Remote Access to systems for support and maintenance on the State Network will only be allowed through Citrix Secure Gateway or Skype for Business. Would this affect implementation of the system?	Yes☐ No☐ NA ☐	

87.	C	Please describe the types and levels of network access your system/application will require. This should include, but not be limited to: TCP/UDP ports used, protocols used, source and destination networks, traffic flow directions, who initiates traffic flow, whether connections are encrypted or not, and types of encryption used. Vendor should specify what access requirements are for user access to the system and what requirements are for any system level processes. Vendor should describe all requirements in details and provide full documentation as to the necessity of the requested access.		
88.	C	Are there expected periods of time where the application will be unavailable for use?	Yes☐ No☐ NA ☐	
89.	C	Is there a strategy for mitigating unplanned disruptions?	Yes☐ No☐ NA ☐	
90.	C	Will the State of South Dakota own the data created in your hosting environment?	Yes☐ No☐ NA ☐	
91.	C	Will the State acquire the data at contract conclusion?	Yes☐ No☐ NA ☐	
92.	C	Will organizations other than the State of South Dakota have access to our data?	Yes☐ No☐ NA ☐	
93.	C	Will the State's data be used for any other purposes other than South Dakota's usage?	Yes☐ No☐ NA ☐	
94.	C	Will the State's data be protected?	Yes☐ No☐ NA ☐	
95.	C	List any hardware or software you propose to use that is not state standard, the standards can be found at http://bit.sd.gov/standards/.		
96.	A	Please explain the pedigree of the software, include in your answer who are the people, organization and processes that created the software		
97.	A	Explain the change management procedure used to identify the type and extent of changes allowed in the software throughout its lifecycle. Include information on the oversight controls for the change management procedure.		

98.	D	Does your company have corporate policies and management controls in place to ensure that only corporate-approved (licensed and vetted) software components are used during the development process? Provide a brief explanation. Will the supplier indemnify the Acquirer from these issues in the license agreement? Provide a brief explanation.	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
99.	B	What are the processes (e.g., ISO 9000, CMMi), methods, tools (e.g., IDEs, compilers) techniques, etc. used to produce and transform the software (brief summary response)?		
100.	B	Explain the use cases used for software assurance during development.		
101.	D	Describe the training your company offers related to defining security requirements, secure architecture and design, secure coding practices, and security testing.		
102.	D	Do you have developers that possess software security related certifications (e.g., the SANS secure coding certifications)?	Yes☐ No☐ NA ☐	
103.	B	Does your company have a policy and process for supporting/requiring professional certifications? If so, how do you ensure certifications are valid and up-to date?	Yes☐ No☐ NA ☐	
104.	B	Are there some requirements for security that are "structured" as part of general releasability of a product and others that are "as needed" or "custom" for a particular release?	Yes☐ No☐ NA ☐	
105.	D	What process is utilized by your company to prioritize security related enhancement requests?		
106.	D	What threat assumptions were made, if any, when designing protections for the software and information assets processed?		
107.	D	In preparation for release, are undocumented functions in the software disabled, test/debug code removed, and source code comments sanitized?	Yes☐ No☐ NA ☐	
108.	A	Explain how and where the software validates (e.g., filter with white listing) inputs from untrusted sources before being used.		

109.	D	Has the software been designed to execute within a constrained execution environment (e.g., virtual machine, sandbox, chroot jail, single-purpose pseudo-user) and is it designed to isolate and minimize the extent of damage possible by a successful attack?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
110.	D	Where applicable, does the program use run-time infrastructure defenses (such as address space randomization, stack overflow protection, preventing execution from data memory, and taint checking)?	Yes☐ No☐ NA ☐	
111.	D	How do you minimize the threat of reverse engineering of binaries? Are source code obfuscation techniques used?		
112.	A	If the product is hosted at the state, will there be any third party application(s) or system(s) installed or embedded to support the product (for example, database software, run libraries)? If so, please list those third party application(s) or system(s).	Yes☐ No☐ NA ☐	
113.	D	What security criteria, if any, are considered when selecting third-party suppliers?		
114.	B	What coding and/or API standards are used during development of the software?		
115.	B	What types of functional tests are/were performed on the software during its development (e.g., spot checking, component-level testing and integrated testing)?		
116.	D	Who and when are security tests performed on the product? Are tests performed by an internal test team, by an independent third party, or by both?		
117.	B	Are misuse test cases included to exercise potential abuse scenarios of the software?	Yes☐ No☐ NA ☐	
118.	B	Are security-specific regression tests performed during the development process? If yes, how frequently are the tests performed?	Yes☐ No☐ NA ☐	
119.	D	What release criteria does your company have for its products with regard to security?		
120.	B	What controls are in place to ensure that only the accepted/released software is placed on media for distribution?		

121.	B	What training programs, if any, are available or provided through the supplier for the software? Do you offer certification programs for software integrators? Do you offer training materials, books, computer-based training, online educational forums, or sponsor conferences related to the software?		
122.	D	How has the software been measured/assessed for its resistance to identified, relevant attack patterns? Are Common Vulnerabilities & Exposures (CVE®) or Common Weakness Enumerations (CWEs) used? How have the findings been mitigated?		
123.	D	Has the software been evaluated against the Common Criteria, FIPS 140-2, or other formal evaluation process? If the CC, what evaluation assurance level (EAL) was achieved? If the product claims conformance to a protection profile, which one(s)? Are the security target and evaluation report available?	Yes☐ No☐ NA ☐	
124.	A/D	Are static or dynamic software security analysis tools used to identify weaknesses in the software that can lead to exploitable vulnerabilities? If yes, which tools are used? What classes of weaknesses are covered? When in the SDLC are these scans performed? Are SwA experts involved in the analysis of the scan results?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
125.	A/B	Does the software contain third-party developed components? If yes, are those components scanned by a static code analysis tool?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
126.	A/D	Has the product undergone any penetration testing? When? By whom? Are the test reports available under a nondisclosure agreement? How have the findings been mitigated?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
127.	B	Are there current publicly-known vulnerabilities in the software (e.g., an unrepaired CWE entry)? If yes please explain.	Yes☐ No☐ NA ☐	

128.	A/B	Is there a Support Lifecycle Policy within the organization for the software in question? Does it outline and establish a consistent and predictable support timeline?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
129.	A	How will patches and/or Service Packs be distributed to the Acquirer?		
130.	B	What services does the help desk, support center, or (if applicable) online support system offer?		
131.	A/B	How extensively are patches and Service Packs tested before they are released?		
132.	A	Can patches and Service Packs be uninstalled? Are the procedures for uninstalling a patch or Service Pack automated or manual?	Yes☐ No☐ NA ☐	
133.	A/B	How are reports of defects, vulnerabilities, and security incidents involving the software collected, tracked, and prioritized?		
134.	A	How do you set the relative severity of defects and how do you prioritize their remediation?		
135.	A	What are your policies and practices for reviewing design and architecture security impacts in relation to deploying patches?		
136.	A	Are third-party developers contractually required to follow your configuration management policies?	Yes☐ No☐ NA ☐	
137.	B	What policies and processes does your company use to verify that software components do not contain unintended, "dead," or malicious code? What tools are used?		
138.	B	How is the software provenance verified (e.g. any checksums or signatures)?		
139.	A	Does your company publish a security section on its Web site? If so, do security researchers have the ability to report security issues?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
140.	A	Does your company have an executive-level officer responsible for the security of your company's software products and/or processes?	Yes☐ No☐ NA ☐	
141.	A	Has your company ever filed for Bankruptcy under U.S. Code Chapter 11? If so, please provide dates for each filing and describe the outcome.	Yes☐ No☐ NA ☐	

142.	A	Are security requirements developed independently of the rest of the requirements engineering activities, or are they integrated into the mainstream requirements activities?		
143.	A/B /D	What security design and security architecture documents are prepared as part of the SDLC process? How are they maintained? Are they available to/for review?		
144.	B	Does your organization incorporate security risk management activities as part of your software development methodology? If yes, please provide a copy of this methodology or provide information on how to obtain it from a publicly accessible source.	Yes☐ No☐ NA ☐	
145.	B	Does the software use closed-source Application Programming Interfaces (APIs) that have undocumented functions?	Yes☐ No☐ NA ☐	
146.	A	Does the organization ever perform site inspections/policy compliance audits of its U.S. development facilities? Of its non-U.S. facilities? Of the facilities of its third-party developers? If yes, how often do these inspections/audits occur? Are they periodic or triggered by events (or both)? If triggered by events, provide examples of "trigger" events.	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
147.	B	How does the software's exception handling mechanism prevent faults from leaving the software, its resources, and its data (in memory and on disk) in a vulnerable state?		
148.	B	Does the exception-handling mechanism provide more than one option for responding to a fault? If so, can the exception handling options be configured by the administrator or overridden?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
149.	B	Does the documentation explain how to install, configure, and/or use the software securely? Does it identify options that should not normally be used because they create security weaknesses?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
150.	A	Does the software have any security critical dependencies or need additional controls from other software (e.g., operating system, directory service, application), firmware, or hardware? If yes, please describe.	Yes☐ No☐ NA ☐	

151.	A	What risk management measures are used during the software's design to mitigate risks posed by use of third-party components?		
152.	A	Does your company's defect classification scheme include security categories?	Yes☐ No☐ NA ☐	
153.	B	What percentage of code coverage does your testing provide?		
154.	B	When does security testing occur during the SDLC (e.g., unit level, subsystem, system, certification and accreditation)?		
155.	A	Is a validation test suite or diagnostic available to validate that the application software is operating correctly and in a secure configuration following installation?	Yes☐ No☐ NA ☐	
156.	B	Does your company develop security measurement objectives for phases of the SDLC? Has your company identified specific statistical and/or qualitative analytical techniques for measuring attainment of security measures?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
157.	B	How is the assurance of software produced by third-party developers assessed?		
158.	D	How are trouble tickets submitted? How are support issues, specifically those that are security related, escalated?		
159.	A	Are help desk or support center personnel internal company resources or are these services outsourced to third parties?		
160.	A	Are any of the services you plan to use located offshore, examples include data hosting, data processing, help desk and transcription services?	Yes☐ No☐ NA ☐	
161.	B	Does your company have a vulnerability management and reporting policy? Is it available for review?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
162.	A	Does your company perform background checks on members of the software development team? If so, are there any additional "vetting" checks done on people who work on critical application components, such as security? Explain.	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
163.	B	Does your company have formally defined security policies associated with clearly defined roles and responsibilities for personnel working within the software	Yes☐ No☐ NA ☐	

		development life cycle, explain.		
164.	A	Has civil legal action ever been filed against your company for delivering or failing to correct defective software? Explain.	Yes☐ No☐ NA ☐	
165.	A	Please summarize your company's history of ownership, acquisitions, and mergers (both those performed by your company and those to which your company was subjected).		
166.	A	Is the controlling share (51+%) of your company owned by one or more non-U.S. entities?	Yes☐ No☐ NA ☐	
167.	A	What are your customer confidentiality policies? How are they enforced?		
168.	D	What are the policies and procedures used to protect sensitive information from unauthorized access? How are the policies enforced?		
169.	A	What are the set of controls to ensure separation of data and security information between different customers that are physically located in the same data center? On the same host server?		
170.	A	Who configures and deploys the servers? Are the configuration procedures available for review, including documentation for all registry settings?	Yes☐ No☐ NA ☐	
171.	A	What are your policies and procedures for hardening servers?		
172.	A	What are your data backup policies and procedures? How frequently are your backup procedures verified?		
173.	A	What are the procedures for evaluating any vendor security alerts and installing patches and Service Packs?		
174.	A	Is testing done after changes are made to servers? What are your rollback procedures in the event of problems resulting from installing a patch or Service Pack?	Yes☐ No☐ NA ☐	

175.	A	If you have agents or scripts executing on servers of hosted applications and what are the procedures for reviewing the security of these scripts or agents?		
176.	A	What are the procedures and policies used to control access to the servers? Are audit logs maintained?		
177.	A	What are your procedures and policies for handling and destroying sensitive data on electronic and printed media?		
178.	A	Do you have a formal disaster recovery plan? What actions will be taken to recover from a disaster? Are warm or hot backups available?	Yes☐ No☐ NA ☐	
179.	A	Is two-factor authentication used for administrative control of all security devices and critical information systems?	Yes☐ No☐ NA ☐	
180.	A/D	How are virus prevention, detection, correction, and updates handled for the products?		
181.	D	What type of firewalls (or application gateways) do you use? How are they monitored/managed?		
182.	D	What type of Intrusion Detection System/Intrusion Protection Systems (IDS/IPS) do you use? How are they monitored/managed?		
183.	A/D	Explain or provide a diagram of the architecture for the application including security mitigation.		
184.	A	Do you perform regular reviews of system and network logs for security issues?	Yes☐ No☐ NA ☐	
185.	A	Do you have an automated security event management system?	Yes☐ No☐ NA ☐	
186.	A	What are your procedures for intrusion detection, incident response, and incident investigation/escalation?		

187.	A	Will you provide on-site support 24x7 to resolve security incidents?	Yes☐ No☐ NA ☐	
188.	A	Are security logs and audit trails protected from tampering or modification?	Yes☐ No☐ NA ☐	
189.	A	How do you control physical and electronic access to the log files? Are log files consolidated to single servers?		
190.	A	Do you provide security performance measures to the customer at regular intervals?	Yes☐ No☐ NA ☐	
191.	A	Describe your security testing processes.		
192.	A	Do you perform penetration testing of the service? If yes, how frequently are penetration tests performed? Are the tests performed by internal resources or by a third party?	Yes☐ No☐ NA ☐	
193.	A	The state does not allow applications to be placed on the state's system, or the state's system to connect to another system, or the consultant to store or process state data without first doing security scans. The state would want to scan a test system not a production system, are either of these an issue, if so please explain.	Yes☐ No☐ NA ☐	
194.		It is state policy that if your system connects to another system providing SaaS, IaaS, or PaaS that this system has a security scan. The state would want to scan a test system not a production system, is this an issue, if so please explain.	Yes☐ No☐ NA ☐	
195.	A	How frequently is the security tests performed? Are the tests performed by internal resources or by a third party?		
196.	A	Do you have a SOC 2 audit report? Is the audit done annually? Does the audit cover all 5 of the trust principles? Does the audit include subservice providers? Has the auditor always been able to attest to an acceptable audit result? Will you provide a copy of your latest SOC 2 audit upon request, a redacted version is acceptable.	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
197.		Are you ISO 270001 certified? Is the certification done annually? Will you provide a copy of your certification report?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	

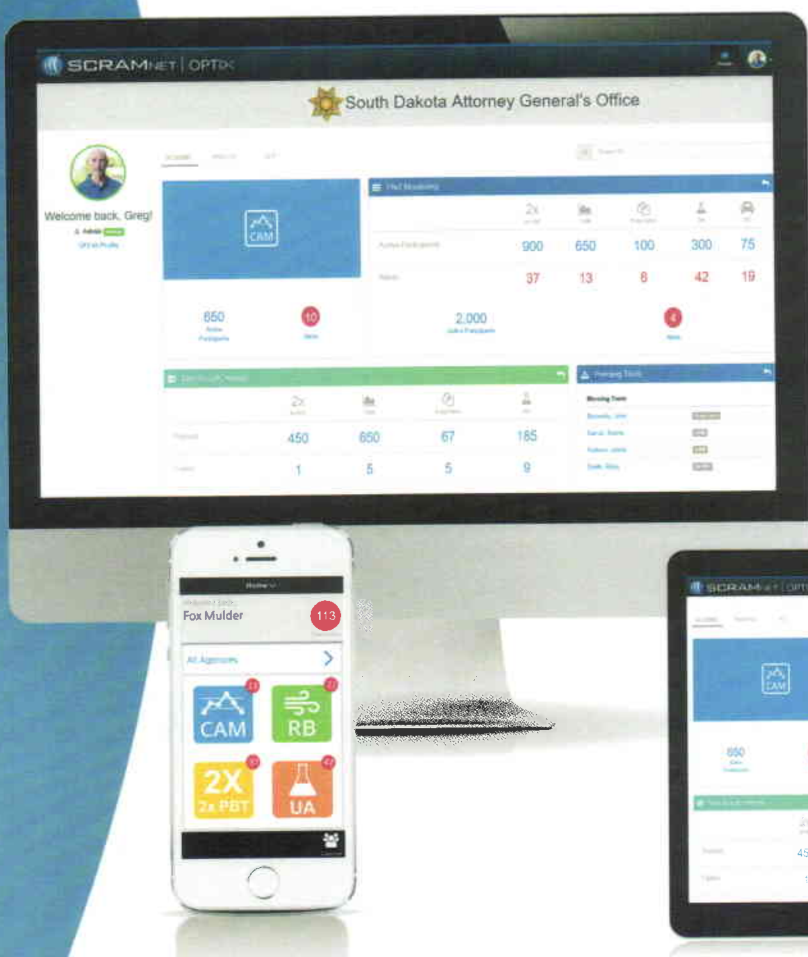
198.		(Use if PHI is involved) Are you HITRUST certified? Is the certification done annually? Will you provide a copy of your assessment?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
199.		(Use if PHI is involved) Will this application now or possibly in the future share PHI with other applications on other networks?	Yes☐ No☐ NA ☐	
200.	A	Are you or if the data is being hosted by a subservice provider are they FedRAMP certified?	Yes☐ No☐ NA ☐	
201.	B	Do you use open source software or libraries? If yes do you check for vulnerabilities in your software or library that are listed in: a. Common Vulnerabilities and Exposures (CVE) database? b. Open Source Vulnerability Database (OSVDB)? c. Open Web Application Security Project (OWASP) Top Ten?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
202.	A/B	Please describe the scope and give an overview of the content of the security training you require of your staff, include how often the training is given and to whom.		
203.	A/B	If any cloud services are provided by a third-party do you have contractual requirements with them dealing with: • Security for their I/T systems; • Staff vetting; • Staff security training? If yes summarize the contractual requirements. If yes how do you evaluate the third-party's adherence to the contractual requirements?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	
204.	A/D	Do you have a BYOD policy that allows your staff to put any sort of protected state data on their device personal device(s) or other non-company owned system(s)?	Yes☐ No☐ NA ☐	

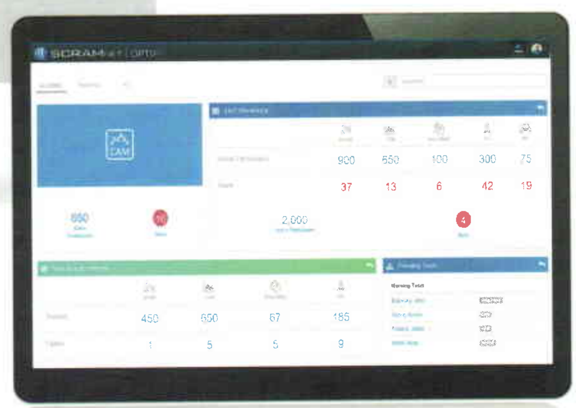
205.		What is your process for ensuring default remote login protocols and default passwords are disabled on the IoT devices that are connected to your system either permanently or intermittently?		
206.		What is your process for insuring the software on your IoT devices that are connected to your system, either permanently or intermittently, is maintained and updated?		
207.		(For PHI only) Have you done a risk assessment, if yes will you share it? If you have not done a risk assessment would you be willing to do one based on the Health and Human Services assessment tool (https://www.healthit.gov/providers-professionals/security-risk-assessment-tool) if yes will you share it? The state is willing to sign a Non-disclosure Agreement before viewing any risk assessment. If you have not done a risk assessment when are you planning on doing one?	Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐ Yes☐ No☐ NA ☐	

PROPOSAL IN RESPONSE TO RFP:

24/7 Sobriety Program Monitoring Software

▶ South Dakota Attorney General's Office RFP #818





Due Date: January 20, 2017 at 11:59 p.m.
Prepared by: Alcohol Monitoring Systems, Inc.
1241 West Mineral Avenue, Littleton, CO 80120
Contact: Brett Wilday, Regional Sales Manager
Phone: (303) 884-6136
bwilday@scramsystems.com

SCRAM® SYSTEMS

Cover Letter

January 20, 2017

SD Attorney General's Office
Attn: 24/7 RFP #818
1302 E Hwy 14, Suite 5
Pierre, SD 57501-8505

Dear Sirs,

Alcohol Monitoring Systems, Inc. (AMS) is pleased to respond to the South Dakota Attorney General's Office (the State) Request for Proposals No. 818 24/7 Sobriety Program Monitoring Software RFP. AMS offers our Compliance Platform 24/7 Sobriety Software™, the most comprehensive 24/7 Sobriety software system available today, catered to fit the needs of the South Dakota 24/7 Sobriety Program and provide critical, innovative support.

AMS has been working hand-in-hand with South Dakota's 24/7 Sobriety Programs since 2005 and has taken the lead in developing creative, intelligent software that collects data from multiple sources and transforms it into accurate, easy-to-use, and accessible information. To the support the needs of South Dakota, AMS offers our 24/7 Sobriety software, a complete web-based data collection and reporting system that will support the main objectives of the program.

Compliance Platform 24/7 Sobriety Software™. The Compliance Platform 24/7 Sobriety software provides a statewide system to maintain records for participants across multiple counties, various monitoring alcohol monitoring methods, and deliver a single point of access that securely collects, analyzes, reports, and stores sobriety data. South Dakota will be able to integrate all their program technologies and consolidate reporting, billing, and client collections into one, easy to use software solution.

AMS acknowledges full review of the RFP, including Appendix A and E and all amendments. As such, AMS submits a whole and responsive proposal and anticipates South Dakota will find our Compliance Platform 24/7 Sobriety software to be a viable and impressive option worthy of selection.

Should there be any questions regarding this proposal, please contact me at (303) 884-6136. The AMS team looks forward to the opportunity to meet the needs of South Dakota.

Sincerely,

Brett Wilday

Brett Wilday, Government Sales Manager

Table of Contents

Executive Summary

The Challenge

SCRAM Systems Preliminary Scope of Work for the State of South Dakota

Based on our current understanding of South Dakota's needs, the State of South Dakota Attorney General's Office and each Sheriff's office seeks the ability to integrate all their 24/7 program testing technologies, participant scheduling, and consolidate reporting, billing, and client collections into one, easy to use system.

The Solution

AMS has been a key partner in 24/7 Sobriety Programs since 2005. With over a decade of experience in these life-saving initiatives, AMS has developed easy-to-use and intelligent software that collects data from multiple sources and transforms it into accessible and accurate information.

To support the needs of South Dakota's 24/7 program, AMS, offers its state-of-the-art, cloud-based data collection and reporting system, Compliance Platform 24/7 Sobriety Software™.

Compliance Platform 24/7 Software™ Solution Summary

The 24/7 Sobriety Software™ is a complete sobriety supervision case management platform that allows cooperative state-and county-level programs to integrate efforts to effectively manage participants with alcohol and/or drug motivated offenses and promote long-term sobriety. With inter-agency participant information at their fingertips, deputies will have "built for sobriety" workflows that give them immediate access to alerts, instant supervision model assignments, swift and certain sanction recommendations, and real-time access to drug and alcohol testing results.

Licensing & Cost Model - Compliance Platform 24/7 Software™

AMS delivers the 24/7 Software through a Software as a Service (SaaS) licensing model. This flexible model provides organization with a more economical usage based schema over older perpetual purchase models that additionally require expensive maintenance and support agreements. With the AMS SaaS model, the agency and county pay for the licensing based precisely on the authorized users who require access to the system while providing a simple expansion path to add new users as needed. Because SaaS models are inclusive, software updates, maintenance, and support services are included in the standard licensing fees. There is no extra charge for updates or standard support services.

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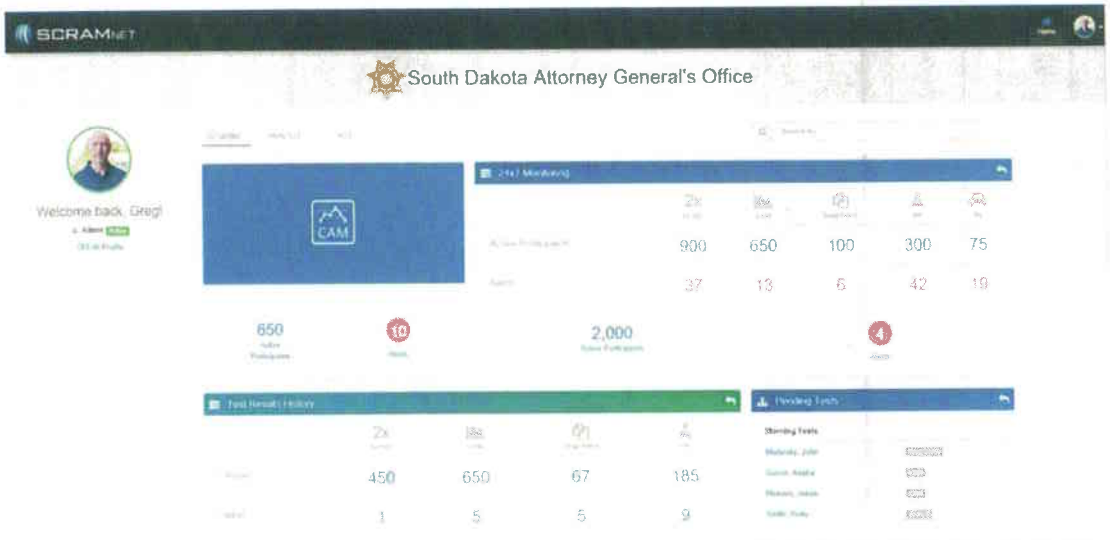
Compliance Platform 24/7 Critical Sobriety Workflows



Compliance Platform 24/7 Software Introduction

AMS's Compliance Platform is the first its kind comprehensive sobriety solution that was designed to deliver automated integration of sobriety testing equipment natively with a brand new 24/7 cloud based sobriety management program software. The system which includes participant management, advanced tracking of drug and alcohol testing, and complete 24/7 fee and bookkeeping is enabled to support scaled usage that can extend from the State Attorney General's office to local participating county jurisdictions and sheriff's departments. The system is specifically designed to integrate testing results from 2x daily, transdermal alcohol, personal breath testing, drug patch testing, urinalysis testing, and ignition interlock testing.

[redacted]

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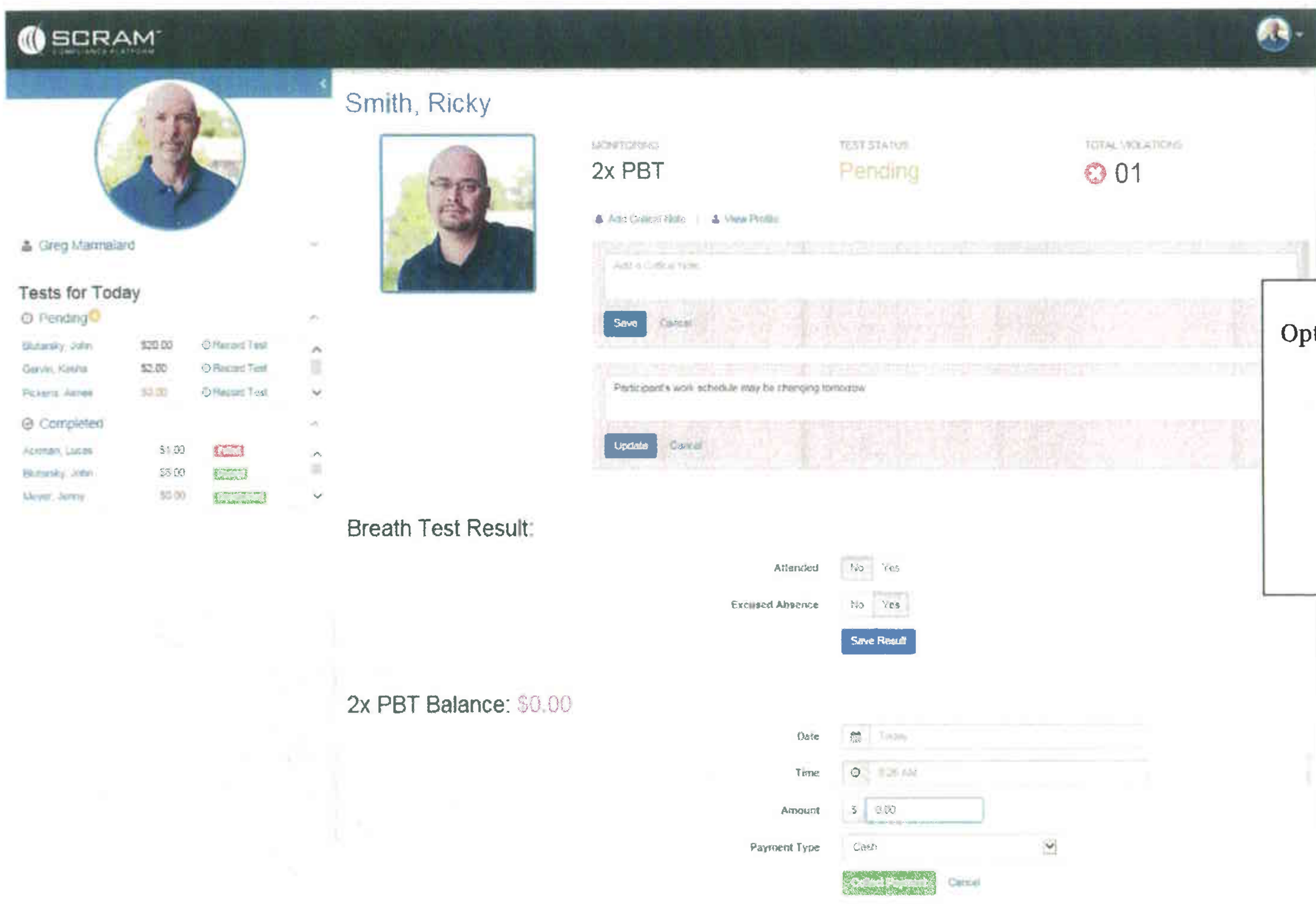
AMS' 24/7 South Dakota & National Sobriety Workflow Consultations

Scenario Single case, single personal breath test (PBT) with options to manage tardy and no shows.

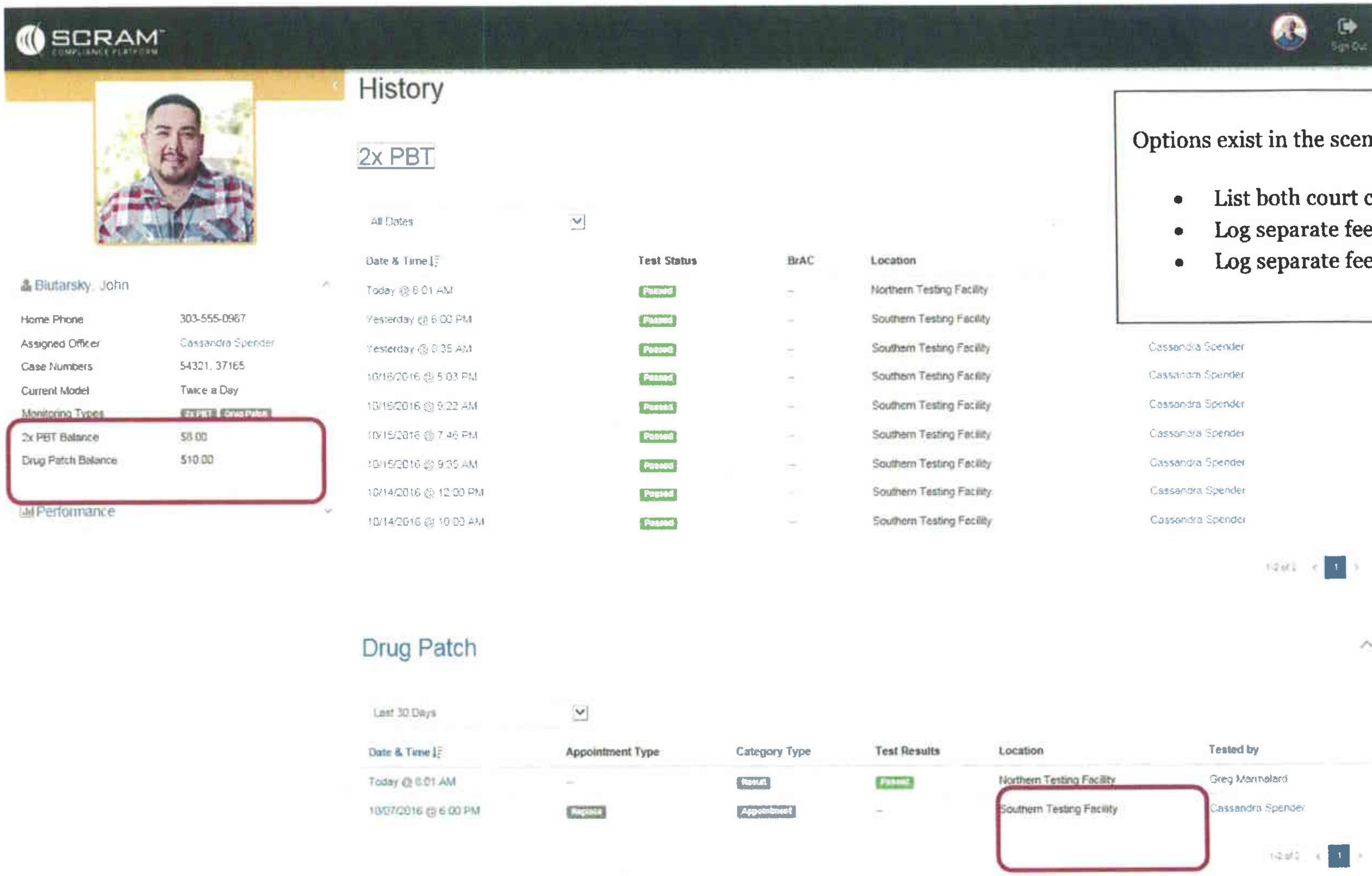


Options exist in the scenario to:

- Add alert if absence is unexcused (No show)
- Charge for PBT
- Record test results pass/fail

AMS' 24/7 South Dakota & National Sobriety Workflow Consultations

Single case, 2 test types, and same location (Southern Testing Facility).

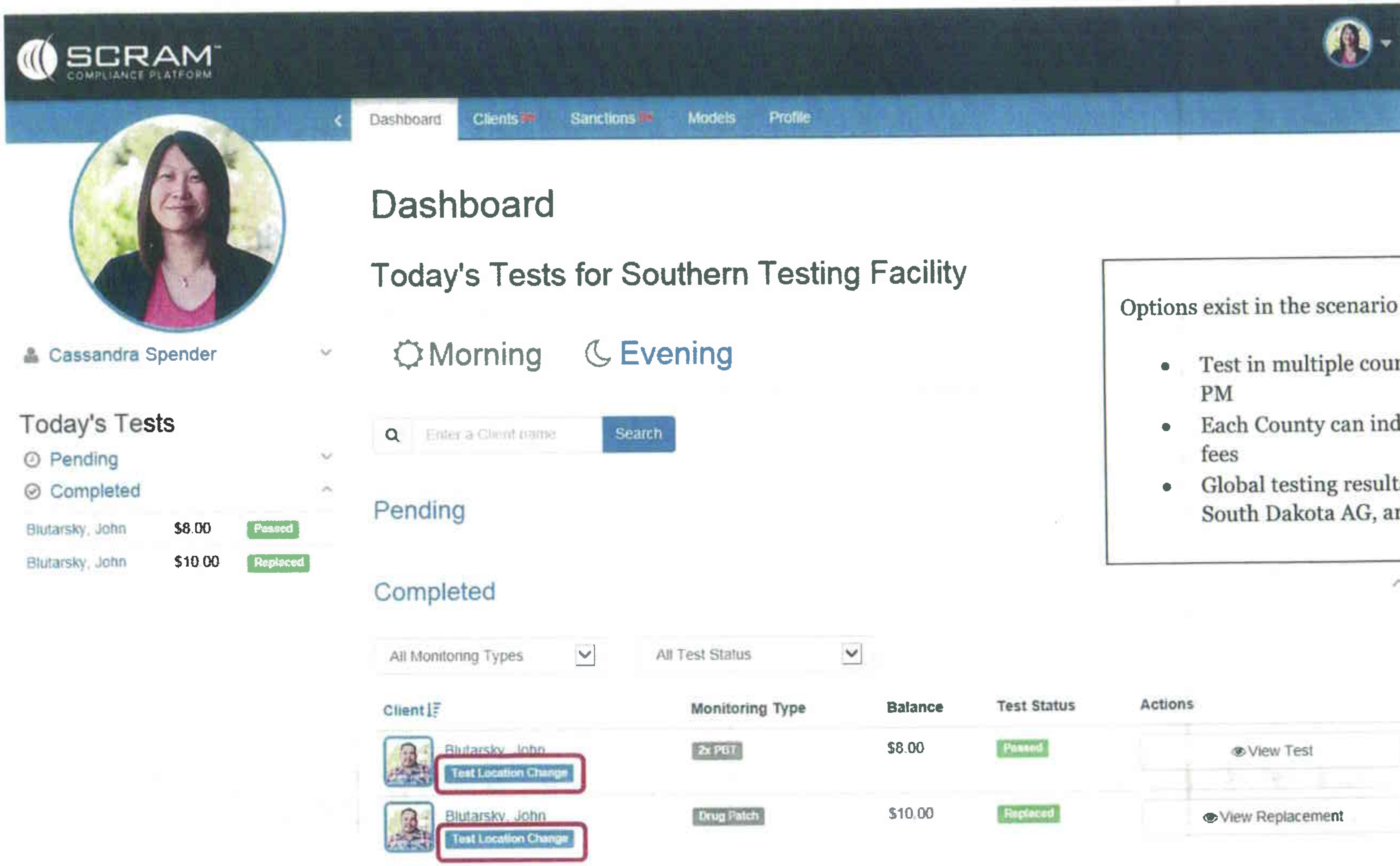


Options exist in the scenario to:

- List both court cases for participant
- Log separate fee for PBT
- Log separate fee for drug patch

AMS' 24/7 South Dakota & National Sobriety Workflow Consultations

Single case, single test type, with testing and fee collection comprehending move from usual testing location to temporarily taking test at different county.

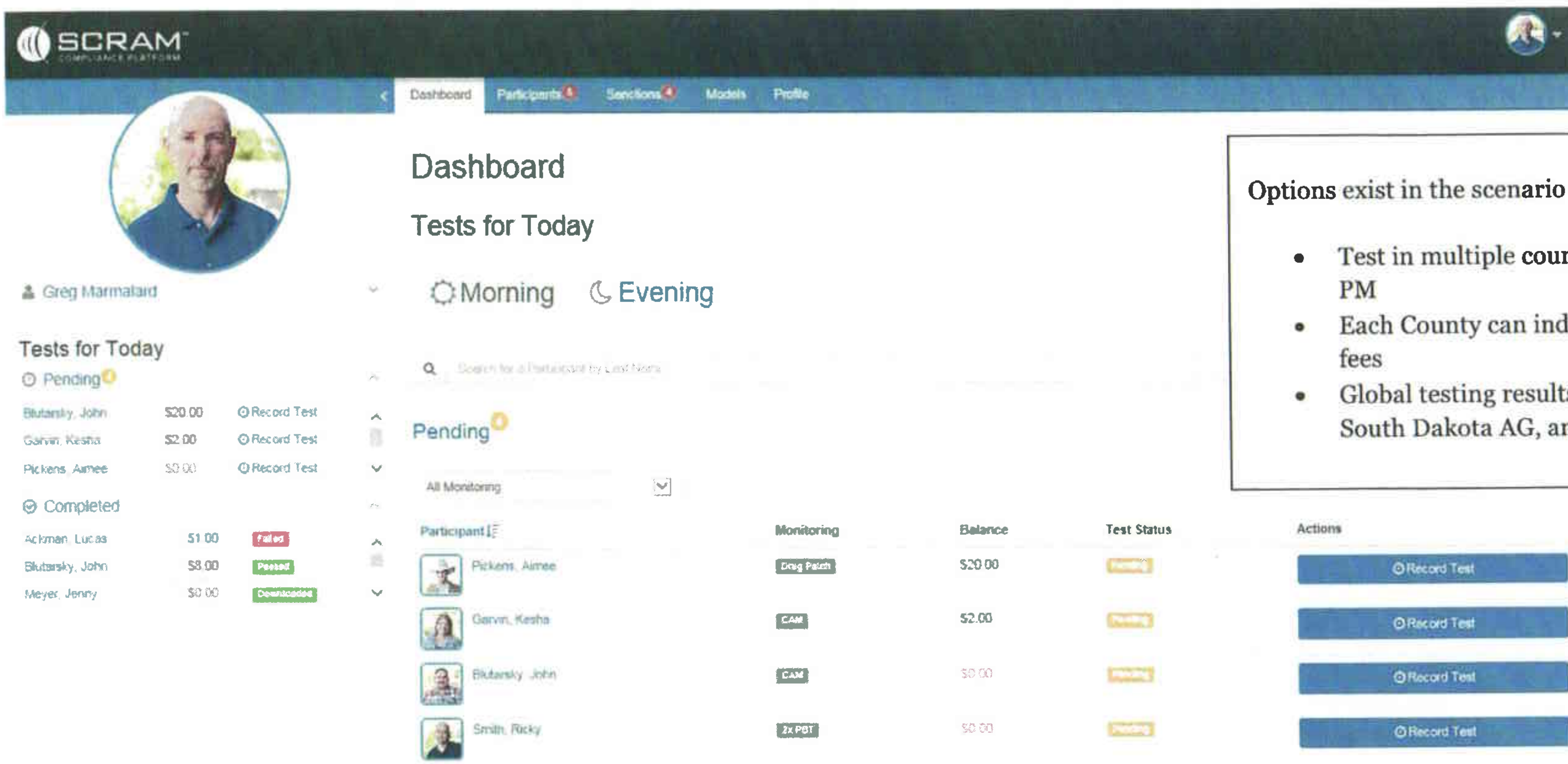


Options exist in the scenario to:

- Test in multiple counties in AM & PM
- Each County can individually record fees
- Global testing results can be seen by South Dakota AG, and both counties

AMS' 24/7 South Dakota & National Sobriety Workflow Consultation

Multiple cases, multiple test types at single location with options to log test and fees for drug patch and PBT.

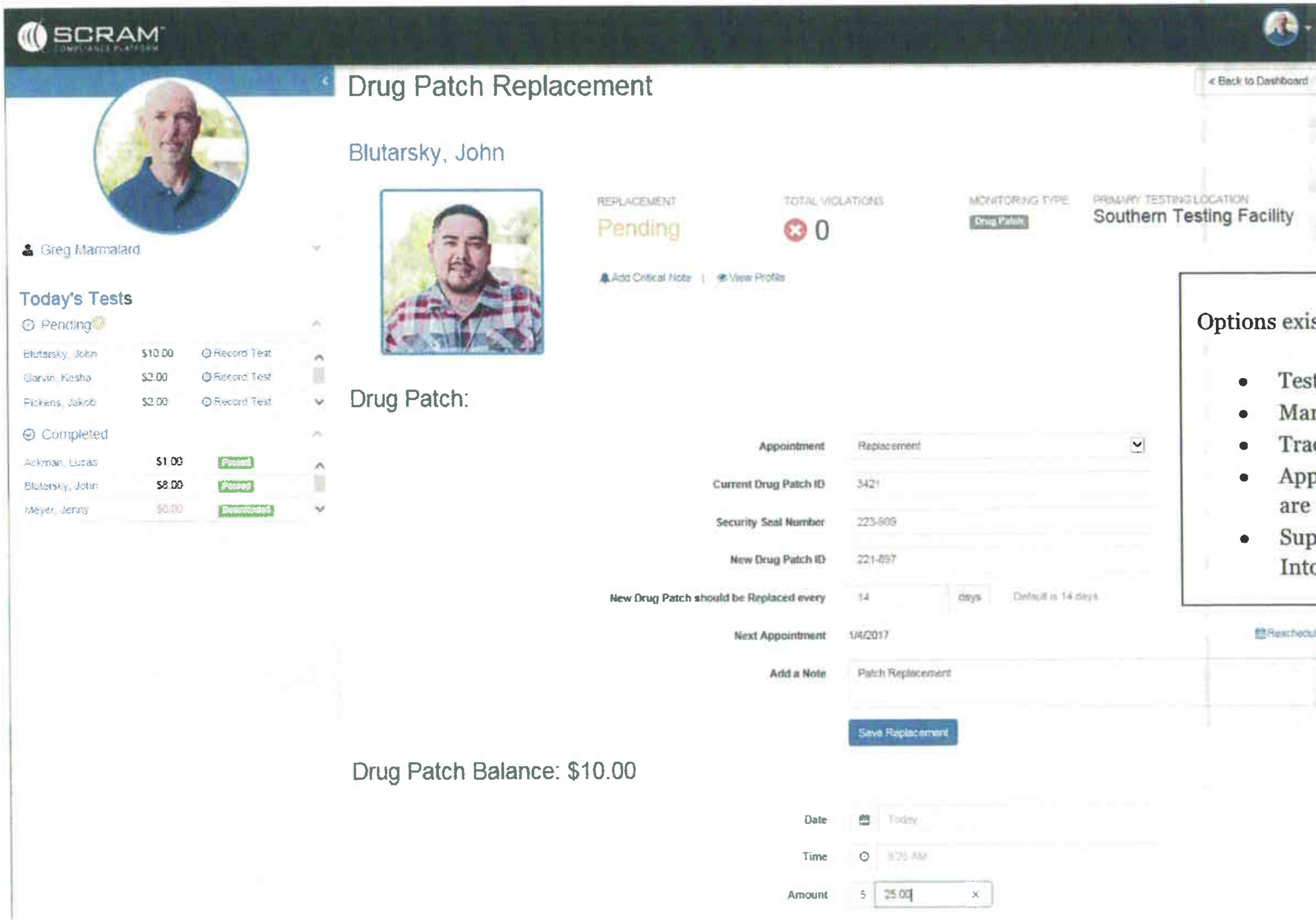


Options exist in the scenario to:

- Test in multiple counties in AM & PM
- Each County can individually record fees
- Global testing results can be seen by South Dakota AG, and both counties

AMS' 24/7 South Dakota & National Sobriety Workflow Consultation

Drug patch testing & fee support

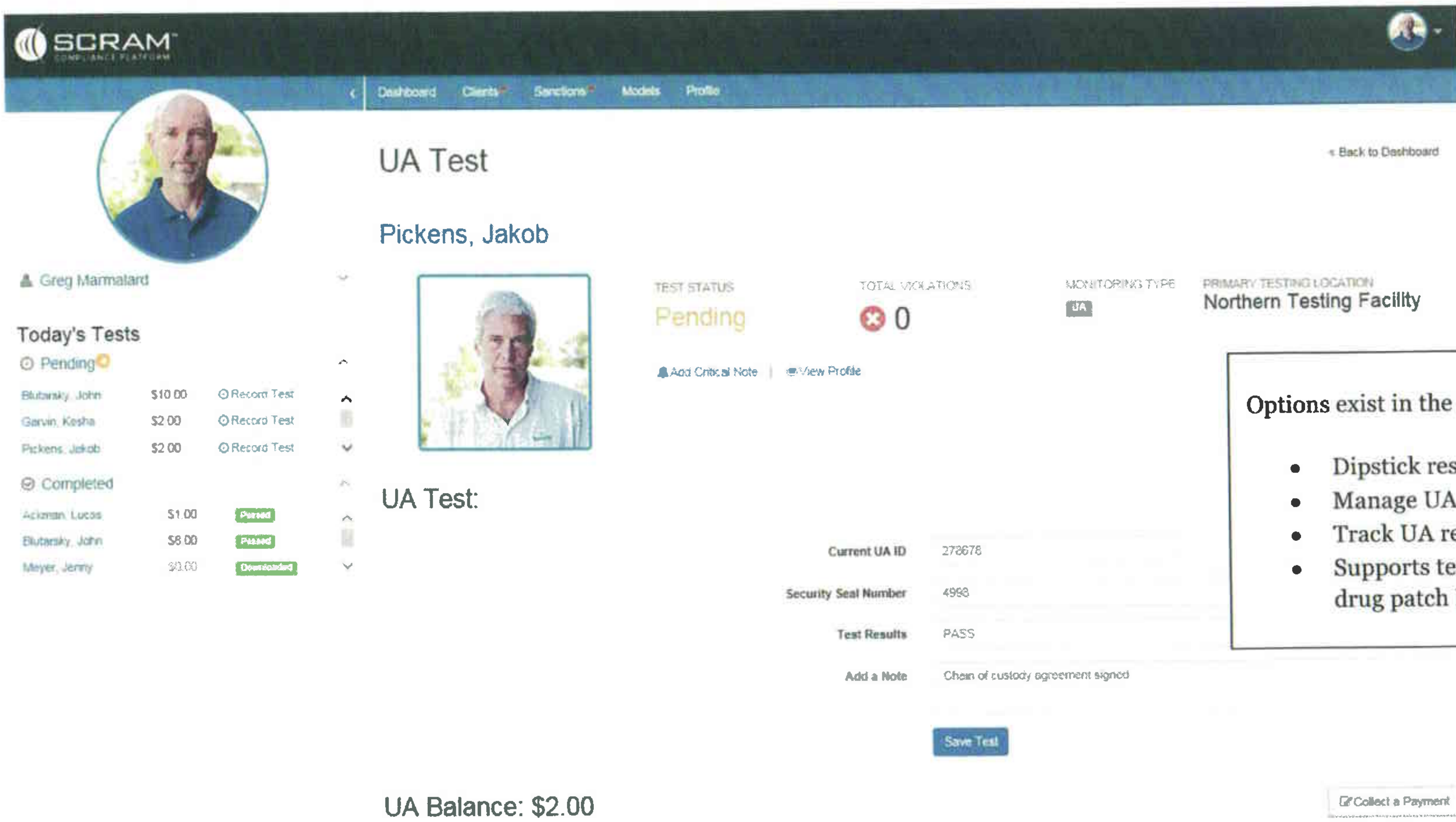


Options exist in the scenario to:

- Test every two weeks
- Manage drug patch fees
- Track drug patch results
- Application and removal dates are recorded
- Supports testing for PBT, UA, Intoxameter, CAM

AMS' 24/7 South Dakota & National Sobriety Workflow Consultation

UA testing & fee support

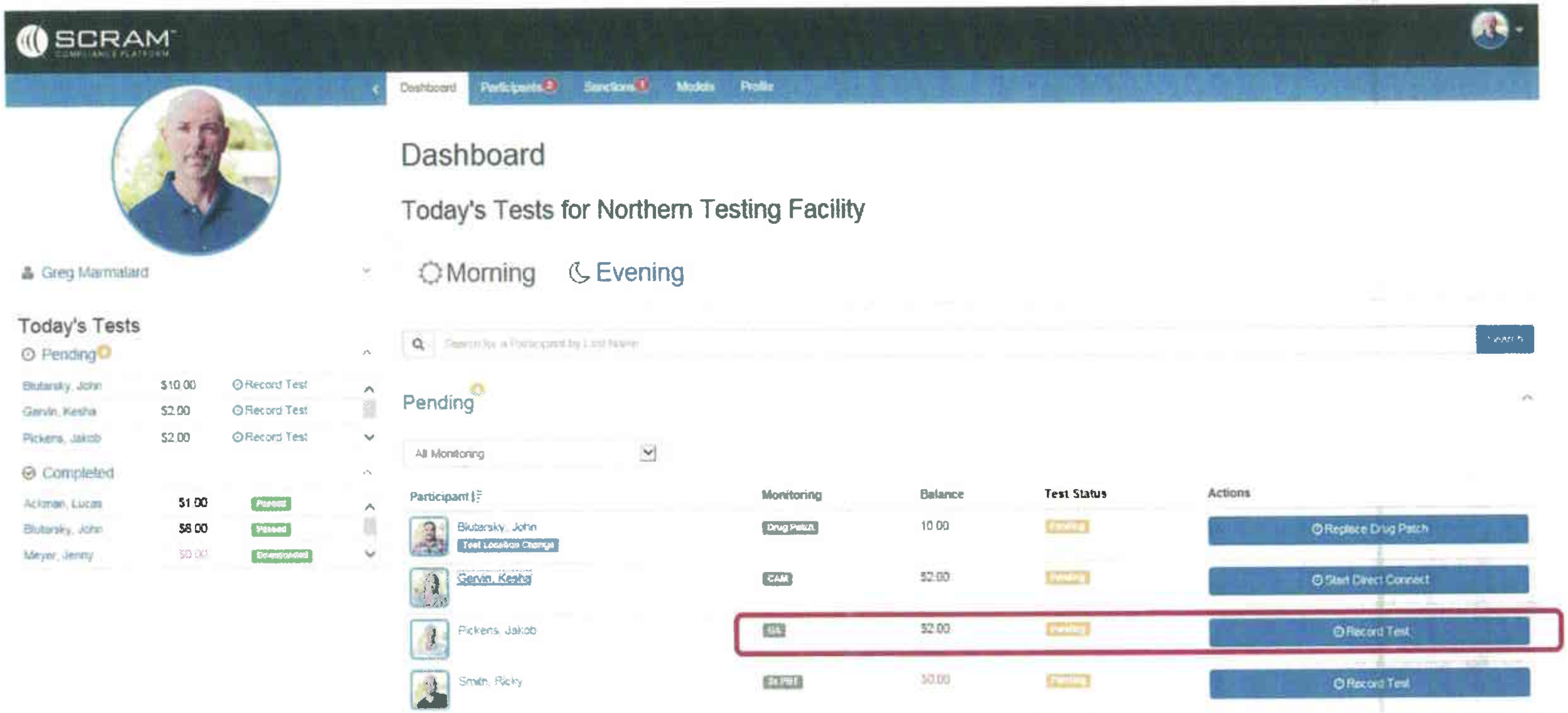


Options exist in the scenario to:

- Dipstick results
- Manage UA fees
- Track UA results
- Supports testing for PBT, drug patch Intoximeter, CAM

AMS' 24/7 South Dakota & National Sobriety Workflow Consultation

Continuous alcohol monitoring testing download automatic testing



Options exist in the scenario to:

- Manage CAM fees
- Supports testing for PBT, UA, Intoximeter, Drug Patch

[redacted]

Program Growth and Product Integration

AMS realizes that change and growth is the only normal standard within this industry and is expected. In anticipation of extended program needs and/or the requirement for future additional resources, the Compliance Platform model includes multiple layers of functionality that incorporate all SCRAM Systems products and software, including ***SCRAM Continuous Alcohol Monitoring®, SCRAM GPS™, SCRAM House Arrest®, SCRAM Remote Breath®***, SCRAMNET® software, and the ***SCRAM Systems Program Management Center™.*** Should AMS be selected, the State will be prepared and already equipped with the software resources readily available to upgrade or integrate additional products and software as needed.

By signing and submitting this proposal, AMS certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. AMS further certifies that it does not discriminate in employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

To operate and manage a successful 24/7 sobriety software program, it is imperative that the State partner with a dependable vendor that can provide cutting-edge technology and superior service, coupled with a clear understanding of the challenges they face.

With over 13 years in the technology and monitoring industry and a collaborative history with South Dakota, AMS has the technology, experience, and resources that the State needs to meet, exceed, and continually improve their 24/7 Sobriety program. The South Dakota Attorney General's office can be assured that they will receive the same excellent service that over 1800 courts and government agencies have come to expect from AMS – whether providing alcohol, location monitoring, or compliance software products and services.

3.0 Resources

AMS understands that the Bureau of Information and Telecommunications (BIT) is the State organization that provides IT services for the State. AMS is open to implementing the team-approach, including AMS staff, BIT staff, and South Dakota agency staff.

[redacted]

[redacted]

[redacted]

[redacted]

AMS Organizational Chart

[redacted]

3.1.2 LIST OF ALL VENDORS AND SUBCONTRACTORS

AMS will not use any subcontractors. Once the collective team has identified our approach, AMS will be solely responsible for all vendor-related duties and tasks.

Alcohol Monitoring Systems, Inc.
1241 W. Mineral Avenue
Littleton, CO 80120

3.2 PROJECT STAFFING ROLES

AMS understands and will comply with the Project Staffing Roles as defined in section 3.2.

[redacted]

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[redacted]

[redacted]

[redacted]

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AMS has a surplus of dedicated experts with over 200+ years of combined experience and has recorded over 300,000 monitored days in 24/7 Sobriety Program. As such, we clearly have the experience and technology to meet the requirements for the State of South Dakota 24/7 Sobriety software program. Resumes for key personnel, as defined in Section3.3, are included beginning on page 127.

4.0 Project Deliverables/Approach/ Methodology

Based on the description from South Dakota in this section, AMS agrees to work with South Dakota's office of BIT to develop a staged testing environment for all new software releases so that South Dakota can conduct comprehensive software testing prior to AMS' production release.

As part of the ongoing project plan AMS will conduct collaborative discussions with South Dakota BIT to define an acceptable process to accommodate the department's policies for security testing and user acceptance criteria. While these may change in definition over the course of the software evolution, AMS confirms they will comply with South Dakota's prescribed IT security and system administration policies and procedures.

Monitoring and management of the plan and communications with South Dakota will be done through our lead Project Manager who will manage the mutually agreed up production release schedule and BIT mandated deliverables as well as through regularly scheduled project status/refinement meetings with the BIT assigned project liaison.

Software provided under this contract from AMS will be licensed as a Software As A Service (SAAS) per user.

Details around data loss methodology, identity access and management, security intelligence, AMS internal security and quality training and awareness, manual security controls and process, perimeter and penetration monitoring, and security certification and audits are documented in depth in Appendix E.

4.1 Testing: Will include external testing by law enforcement agencies.

As stated above AMS will set up a pre-release, staged service for comprehensive testing to be conducted by South Dakota 24/7 approved law enforcements agencies. AMS' project approach is to work jointly with South Dakota ATG and BIT organization to design best practice testing benchmarks and protocols to ensure optimal delivery of the AMS 24/7 Software to meet performance, reliability, and user acceptance testing objectives. While AMS builds standard into their software development process the requirement to conduct thorough regression, integration, functional, performance, and testing, AMS understands prescribed BIT testing criteria may need to augment to our standard testing plans and procedures.

5.0 Scope of Work

Response to Specifications

5.1 STATEMENT OF UNDERSTANDING OF PROJECT

To demonstrate your comprehension of the project, please summarize your understanding of what the work is and what the work will entail. This should include, but not be limited to your understanding of the purpose and scope of the project, critical success factors and potential problems related to the project and your understanding of the deliverables. Your specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements should be included. This section should be limited to no more than two pages.

AMS has enjoyed working with the South Dakota 24/7 Sobriety Program since 2006 and we greatly appreciate your continued business and dedication to public safety. Over the years, the state has used three generations of SCRAM Continuous Alcohol Monitoring (CAM) bracelets and has seen our software to support the CAM bracelets evolve with the goal of a truly unique visual user experience. The South Dakota 24/7 Sobriety Program was established in 2005 with ambitions to change behavior, reduce drunken driving fatalities, keep jail populations down, participants at home with family being productive members of society and improved public safety. As the program evolved new testing technologies were added to the program adapting to the needs of participants as well as local law enforcement. There are now five technologies monitoring for consumption of alcohol and drugs across 67 sites with more than 2,000 participants on the program at any given time. To date, AMS has monitored 9,490 participants over 1.61 million monitored days, with a 99.6% Sober Days Rate and keeps an average of 650 CAM bracelets active each day.

The goal of the new 24/7 software is to provide both the State of South Dakota and their cooperating counties with a next generation software system and database that allows them to globally track all OWI offenders registered under the 24/7 Sobriety Program to ensure that those offenders sober compliance can be timely monitored. Specifically, what AMS plans to deliver as part of this project is the ability for South Dakota 24/7 Officers and Administrators a secure and robust system that:

- Manages global 24/7 Offenders across the state while also provide local county access to offender sobriety and financial obligations
- An integrated testing compliance systems that can capture pass/fail sobriety compliance for all of the participants testing events used by the State of South Dakota (i.e. breathalyzer, drug patch, transdermal, EtG, etc.)
- Modern and scalable software platform that can be administered with state of the art security design
- Officer-centric testing and bookkeeping workflows that simplify testing administration and scheduling
- Native real-time integration to testing results for transdermal and breath alcohol equipment
- Complete bookkeeping module designed to support testing event management for all SD testing types and offender payments

- Business analytical reporting system that allows the State of South Dakota to develop detailed analysis and efficacy reports to show 24/7 compliance performance

In addition to the software, AMS approaches this project with an Enterprise Style project management and deployment team and approach. An experienced team of complex software project personnel have been assembled and will develop in conjunction with South Dakota IT resources a comprehensive plan to collaboratively define workflows and requirements, develop deployment roll out and timing, and deliver training and knowledge transfer to ensure AMS fulfills South Dakota's 24/7 goals and expectations.

As part of AMS' unique qualifications for this project includes our best in class software development success in delivering the industry's leading alcohol testing platform that assimilate real-time testing data of transdermal and breath devices to manage sobriety participant supervision. [redacted] This new software system adapts to the unique requirements of 24/7 programs and includes: twice daily breath testing, drug patch, UA's, Ignition Interlock, and a fully integrated package for participants being monitored by SCRAM technologies. All done to ensure that any participating 24/7 law enforcement personnel can log on to the system and get access to a unified system regardless of the testing program.

Because South Dakota (along with many other jurisdictions) has indicated challenges in tracking sobriety participants, AMS has been working closely with sobriety programs and thought leaders around the country to combat OWI recidivism rates by leveraging advances in testing and software advancements.

Finally, the system design includes a comprehensive payment and bookkeeping system so that administration of testing fees for each participant can be easily managed throughout their time in the program while additionally giving each participating State and County agency an advanced modern billing and reporting system.

AMS' definition of critical success factors for this project would be dictated by collaborative goal and objective setting during the project initiation phase with the State of South Dakota's AG office and to start with would include:

- Successful launch and training of 24/7 Software Across the State to all program personnel
- Mitigation of any deployment ramp up objectives tied to real-time connection with integrated alcohol testing systems
- Knowledge transfer and training to South Dakota IT resources to ensure secure policy and operational best practices
- Initiation of capturing essential program efficacy and recidivism data to support State of South Dakota 24/7 leadership in their understanding of program success, recidivism rates, and other performance analytics

5.2 CORPORATE QUALIFICATIONS

Please provide responses to the each of the following questions in your proposal.

[redacted]

A. What year was your parent company (if applicable) established?

[redacted]

B. What is the business of your parent company?

[redacted]

C. What is the total number of employees in the parent company?

[redacted]

D. What are the total revenues of your parent company?

[redacted]

E. How many employees of your parent company have the skill set to support this effort?

[redacted]

F. How many of those employees are accessible to your organization for active support?

[redacted]

G. What year was your firm established?

[redacted]

H. Has your firm ever done business under a different name and if so what was the name?

[redacted]

I. How many employees does your firm have?

[redacted]

J. How many employees in your firm are involved in this type of project?

[redacted]

K. How many of those employees are involved in on-site project work?

[redacted]

L. What percent of your parent company's revenue (if applicable), is produced by your firm?

[redacted]

M. Corporate resources available to perform the work, including any specialized services, within the specified time limits for the project

South Dakota will have all AMS services and resources necessary to complete the project goals within the specified time limits, including specialized services from software developers.

N. Availability to the project locale

AMS will satisfy availability to the project locale via the field team.

O. Familiarity with the project locale

With over 10 years of historical rapport and program familiarity of working within South Dakota's 24/7 Sobriety programs, AMS's field team will provide that extra benefit and understanding gained only from long-term standing.

P. Has your firm ever done business with other governmental agencies? If so, please provide references.

AMS has done business with multiple government agencies. We have provided a customer list beginning on page 138 for your consideration.

Q. Has your firm ever done business with the State of South Dakota? If so, please provide references.

[redacted]

[redacted]

R. Has your firm ever done projects that are like or similar to this project? If so, how many clients are using your solution? Please provide a list of four or more locations of the same approximant nature as SD ATG where your application is in use along with contact names and numbers for those sites. The State of South Dakota has a consolidated IT system. Either any references given should be from States with a consolidated IT system, to be acceptable or the reference should be a detailed explanation on how you will modify your work plan for a consolidated environment that you are unfamiliar with.

[redacted]

S. Provide third party security audits of the four projects you provided for R above. SD ATG will sign a non-disclosure statement, as needed, to receive these audits, within the limits of SD ATG's open records law. If there are no audits of these projects then provide, unedited and un-redacted results of such security testing/scanning from third-party companies and/or tools that has been run within the past 90 days. To protect proprietary or confidential information, SD ATG will agree to non-disclosure of any information provided as a result of such a request as appropriate.

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[redacted]

[redacted]

[redacted]

[redacted]

T. What is your Company's web site?

https://www.scramsystems.com

5.3 RELEVANT PROJECT EXPERIENCE

North Dakota Attorney General's 24/7 Sobriety Program

A. Client/Company Name: North Dakota Attorney General's 24/7 Sobriety Program

B. Client Company Address, including City, State and Zip Code:

4205 State Street Bismarck, ND 58502

C. Client/Company Contacts(s) Name Title Telephone Number E-mail address Fax Number:

[redacted]

D. Project Start Date: February 19, 2009

E. Project Completion Date: Ongoing

F. Project Description and Goals:

The North Dakota 24/7 Sobriety Program mandates that impaired driving offenders remain sober as a condition of bond or pre-trial release. The goal is to monitor the most at-risk DUI offenders and require them to remain sober in order to keep roadways safe from hazardous drivers. As a component of the program, offenders are required to submit to twice-a-day PBTs, SCRAM CAM monitoring, drug patches, or urinalysis. If a program participant skips or fails a test, the individual is sent directly to jail. House Bill 1302, which mandated longer enrollment periods (12 months for DUI 2 & 3 and 24 months for DUI 4+) for repeat DUI offenders, went into effect in 2013. This study sought to understand if the passing of HB 1302 altered behavioral performance of 24/7 Sobriety Program participants.

G. Offeror's Role in Project:

Provide the SCRAM Systems hardware and software to support the 24/7 Sobriety Program, train the 24/7 sites state wide, and ensure confidence in our technology.

H. Offeror's responsibilities:

AMS' responsibilities for this project include:

- SCRAM CAM devices for North Dakota's 24/7 Sobriety Program (850 active bracelets)
- In person training for software and hardware for all Sheriff Department's, DOC agents, and UJS agents
- 24/7 Customer Support
- Support the North Dakota 24/7 Program Coordinator with inventory audits and operational best practices

I. Offeror's Accomplishments:

Help the state of North Dakota keep participants out of jail and sober! To date, we have monitored 5,269 clients, taking over 45 million alcohol readings with a 98.9% Sober Days rate. Ensure a great working relationship and on-going support with the 24/7 Coordinator and all 63 sites.

J. Description of How Project Was Managed:

The undertaking of a state wide program took teamwork. AMS' Account Manager, Sales Manager, and customer support worked closely with NDAG and BCI to implement transdermal education, equipment training, software training, and best practices to facilitate a 24/7 sobriety program. We then had to manage growth, the state went from 100 active CAM bracelets statewide to 850 from 2013 through 2014 when HB 1302 was passed which mandated longer sentences into 24/7, and team work was our approach with NDAG and BCI to facilitate software and equipment training.

K. Description of Price and Cost Data from Project:

NDAG purchases CAM bracelets and are billed a daily fee when the bracelet is actively monitoring a participant.

L. Description of special project constraints, if applicable:

Over the course of eight years, AMS has completed special projects such as a custom participant agreement, RMA report, adding new offense types to our software, provided RAND Corporation access to pull information out for research development, and created an FTC server so billing reports would be automated.

M. Description of your ability and proven history in handling special project constraints:

With 40+ network developers at AMS, we look at every custom project as a team and come up with our approach and implement changes in a timely manner. We work with the 24/7 Coordinator to identify areas for improvements and implement applicable solutions.

N. Description of All Changes to the Original Plan or Contract That Were Requested: N/A

O. Description of All Changes to the Original Plan or Contract That Offeror Completed: N/A

P. Description of How Change Requests Were Addressed or Completed by Offeror: N/A

Q. Was Project Completed in a Timeframe That Was According to the Original Plan or Contact? (If "No", provide explanation): Yes

R. Was Project Completed Within Original Proposed Budget? (If "No" provide explanation): Yes

S. Was there any Litigation or Adverse Contract Action regarding Contract Performance? (If "Yes" provide explanation): No

T. Feedback on Offeror's Work by Company/Client:

Pleased with the success of the program, in 2013 HB 1302 passed which increased the minimum sentence into the program for proven results.

U. Offeror's Statement of Permission for the Department to Contact the Client/Company and for the Client's/Company's Contract(s) to Release Information to the Department:

AMS agrees that North Dakota may contact the above referenced contact from North Dakota Attorney General's Office to discuss AMS' performance per the above referenced contract.

South Dakota Attorney General's 24/7 Sobriety Program

A. Client/Company Name: South Dakota Attorney General's 24/7 Sobriety Program

B. Client Company Address, including City, State and Zip Code:

1302 East Highway Pierre, SD 57501

C. Client/Company Contacts(s) Name Title Telephone Number E-mail address Fax Number:

[redacted]

D. Project Start Date: October 10, 2006

E. Project Completion Date: Ongoing

F. Project Description and Goals:

The South Dakota 24/7 Sobriety Program mandates that impaired driving offenders remain sober as a condition of bond or pre-trial release. The goal is to monitor the most at-risk DUI offenders and require them to remain sober in order to keep roadways safe from hazardous drivers. As a component of the program, offenders are required to submit to twice-a-day PBTs, SCRAM CAM monitoring, drug patches, ignition interlocks or urinalysis. If a program participant skips or fails a test, the individual is sent directly to jail. House Bill 1072 created the program and HB 1065 allowed DOC and UJS to have access to the SCRAM CAM bracelets and software to expand the 24/7 Sobriety Program.

G. Offeror's Role in Project:

Provide the SCRAM Systems hardware and software to support the 24/7 Sobriety Program, train the 24/7 sites state wide, and ensure confidence in our technology.

H. Offeror's responsibilities:

AMS' responsibilities for this project include:

- SCRAM CAM devices for South Dakota's 24/7 Sobriety Program (650 active bracelets)
- In person training for software and hardware for all Sheriff Department's, DOC agents, and UJS agents
- 24/7 Customer Support
- Support the South Dakota 24/7 Program Coordinator
- Support to South Dakota 24/7 Program Coordinator with inventory audits and operational best practices

I. Offeror's Accomplishments:

Help the state of South Dakota keep participants out of jail and sober! To date, we have monitored 9,570 clients for 1.63 million days with 99.6% per test compliance. Ensure a great working relationship with the 24/7 Coordinator and all 66 sites including UJS and DOC.

J. Description of How Project Was Managed:

The undertaking of a state wide program took teamwork. AMS' Account Manager, Sales Manager, and customer support worked closely with SDAG to implement transdermal education, equipment training, software training, and best practices to facilitate a 24/7 sobriety program.

K. Description of Price and Cost Data from Project:

Over the course of ten years, AMS has completed special projects such as a custom participant agreement, RMA report, adding new offense types to our software, provided RAND Corporation access to pull information out for research development, and created an FTC server so billing reports would be automated.

L. Description of special project constraints, if applicable:

Over the course of 10 years, AMS has completed special projects such as new alert logic, custom reporting for stats/research, and a custom RMA report.

M. Description of your ability and proven history in handling special project constraints:

With 40+ network developers at AMS, we look at every custom project as a team and come up with our approach and implement changes in a timely manner.

N. Description of All Changes to the Original Plan or Contract That Were Requested: In 2013, AMS signed South Dakota Attorney General's office through the WSCA contract and was granted a cost reduction in the daily monitoring fee.

O. Description of All Changes to the Original Plan or Contract That Offeror Completed: N/A

P. Description of How Change Requests Were Addressed or Completed by Offeror:

If needed, 24/7 Sobriety Coordinator contacted AMS Account Manager or Sales Manager to suggest change, then AMS takes lead to make changes.

Q. Was Project Completed in a Timeframe That Was According to the Original Plan or Contact? (If "No", provide explanation): Yes

R. Was Project Completed Within Original Proposed Budget? (If "No" provide explanation): Yes

S. Was there any Litigation or Adverse Contract Action regarding Contract Performance? (If "Yes" provide explanation): No

T. Feedback on Offeror's Work by Company/Client:

Great customer support, issues resolved in a timely manner.

U. Offeror's Statement of Permission for the Department to Contact the Client/Company and for the Client's/Company's Contract(s) to Release Information to the Department:

AMS agrees that South Dakota may contact the above referenced contact from South Dakota Attorney General's Office to discuss AMS' performance per the above referenced contract.

Massachusetts Office of the Commissioner of Probation

A. Client/Company Name: Massachusetts Office of the Commissioner of Probation

B. Client Company Address, including City, State and Zip Code

One Ashburton Place, Room 405
Boston, MA 02108

C. Client/Company Contacts(s) Name Title Telephone Number E-mail address Fax Number

[redacted]

D. Project Start Date: Awarded Nov 2, 2015

E. Project Completion Date: Ongoing

F. Project Description and Goals:

As part of Massachusetts's public safety sobriety initiative, the Office of the Commissioner of Probation (OCP) of the Massachusetts Trial Court was charged with sourcing new technological and systematic improvements or advancements in remote alcohol monitoring systems from vendors that provide remote alcohol monitoring equipment and services used in the supervision of individuals subject to alcohol-related probation conditions as part of a release from, or as an alternative to incarceration.

G. Offeror's Role in Project
AMS through the 3M Corporation was selected as the official OEM provider of the advance remote breath testing devices and software for participant management of alcohol testing clients including verification of testing participants.

H. Offeror's responsibilities:

AMS' responsibility for this project includes:

- Remote Breath Devices for Mass OCP Project including approximately 800 Testing Devices (original specification was for 230-700 devices)
- Training for Mass OCP Staff on Participant Set Up and Software System Monitoring
- Ongoing Software System Monitoring Support
- Training Field Officers for Installations and Removals
- Project Planning for implementation and swap out of obsolete prior generation alcohol testing equipment

I. Offeror's Accomplishments:

Active sobriety program monitoring for major State sobriety program that includes:

- Set up, training and production program support for:
- 36 Monitoring Center Officers
- 5 Field Supervisors
- 15 Installers
- 230 -814 Units (2500 Testing Events per Day)

Program success as driven expansion demand for the program to now have an alcohol testing footprint of 814 Remote Breath devices including their participant testing data and scheduling. Due to program effectiveness, currently Mass OCP has requested budget expansion for next year to grow testing device footprint

J. Description of How Project Was Managed:

Project was managed in three phases. Initial phase included the inventory delivery of new Sobriety testing equipment as well as implementation planning for the swap out of 230 of prior generation devices over three days. Second phase, included basic and advanced training and installation of software platform and hardware which was then delivered to the MASS OCP team that consisted of 40 plus officers in seven days, 90 Chief Probation officers in 2 days. Final phase consisted of actual device exchange and production program maintenance support by our assigned program Account Manager who met with MASS OCP team onsite/virtually 2-3 times a week. During the first 6 months, AMS held regular production management meetings with MASS OCP project leadership to assess project success and refine their alert responses.

K. Description of Price and Cost Data from Project:

Project is worth approximately $1.5 Million/year project. Because AMS is the subcontractor with 3M, the nature of the contract is considered proprietary. Further detailed information is available upon request.

L. Description of special project constraints, if applicable: N/A

M. Description of your ability and proven history in handling special project constraints: N/A

N. Description of All Changes to the Original Plan or Contract That Were Requested:

Original project was scoped for 250-750, and reliability of testing devices and software have allowed them to grow program footprint to over 800 units with plans to add to that based on fiscal budgeting. Due to many clients living in rural areas with limited cellular coverage, the agency requested use of AMS's unique Ethernet communication feature (which was not agreed upon in the original project scope). AMS quickly shipped in hundreds of Ethernet cables and adapters to ensure the most efficient and timely data transfer available.

O. Description of All Changes to the Original Plan or Contract That Offeror Completed

Both the expansion size of the program and remote deployment of Ethernet cables were adjustments to the original scope of the RFP.

P. Description of How Change Requests Were Addressed or Completed by Offeror:

Software requests made by Mass OCP have been managed through AMS' standard customer software / firmware enhancement requests with direct consultation with AMS' product management team and Mass OCP. To date, AMS has implemented 8 major functionality enhancements for Mass OCP through collaborative discussions. Details on specific enhancement improvements are available upon request.

Q. Was Project Completed in a Timeframe That Was According to the Original Plan or Contact? (If "No", provide explanation): Yes

R. Was Project Completed Within Original Proposed Budget? (If "No" provide explanation): Yes

S. Was there any Litigation or Adverse Contract Action regarding Contract Performance? (If "Yes" provide explanation). No

T. Feedback on Offeror's Work by Company/Client:

Due to the success of the program, the Commissioner is looking to expand funding for this initiative. For specific comments, please contact Mr. Pires.

U. Offeror's Statement of Permission for the Department to Contact the Client/Company and for the Client's/Company's Contract(s) to Release Information to the Department.

AMS agrees that South Dakota may contact the above referenced contact from Massachusetts's Commission of Probation to discuss our AMS' performance per the above referenced contract.

Michigan Department of Corrections

A. Client/Company Name: Michigan Department of Corrections

B. Client Company Address, including City, State and Zip Code:

1305 South Washington Ave.
Suite 103
Lansing, MI 48910

C. Client/Company Contacts(s) Name Title Telephone Number E-mail address Fax Number:

[redacted]

D. Project Start Date: Awarded 2004

E. Project Completion Date: Ongoing

F. Project Description and Goals:

As part of the Michigan Department of Corrections (Michigan DOC) Prisoner Re-Entry Initiative, the state implemented the "Safe and Sober" program to support reduction in recidivism for alcohol-related offenses. Offenders managed under this program are assigned a Transition Accountability Plan that requires that upon completion of the Safe and Sober program, participants' transition from residential custody and are paroled under community supervision. During this phase, each parolee must wear a SCRAM® (Secure Continuous Remote Alcohol Monitor) bracelet. By promoting continuous accountability, SCRAM empowers offenders to sustain the sobriety and behavioral changes they gain in Safe and Sober and stay on track for long-term recovery. Michigan's typical management under this program includes approximately 500 offenders a day.

G. Offeror's Role in Project:

In 2002, the Michigan Department of Corrections (DOC) became the earliest adopter of SCRAM CAM by BETA testing the product before it became commercially available. Since then, the SCRAM CAM system has been institutionalized into DOC operations and has been used to monitor over 18,000 offenders. Currently, it is used on an average of 1,300 offenders per day. The program monitors felony probation and parole offenders, the vast majority of which have been incarcerated or on probation for felony DUI. The aim of the program is to maintain a long-term period of time of verified sobriety. SCRAM CAM is also used as a sanctioning tool. A customer since 2003, AMS provides Michigan DOC SCRAM CAM equipment, monitoring, court support and training.

H. Offeror's responsibilities:

AMS' responsibility for this project includes:

- Transdermal and remote breath alcohol monitoring devices for Michigan DOC Safe and Sober Project including approximately 2200 Testing Devices
- Training for Michigan DOC on Participant Set Up and Software System Monitoring
- Ongoing Software System Monitoring Support
- Training Field Officers for Installations and Removals

I. Offeror's Accomplishments:

Currently in its 13th year, AMS has been providing Michigan DOC with an active sobriety program monitoring solution that includes:

- Monitor participants from the Safe andSober program or parolees and probationers from other programs, MDOC has used SCRAM for nearly
- thirteen years.
- Assess individuals' drinking patterns and adjust supervision accordingly
- Monitor nearly 18,000 total offenders, with daily averages of 1300 offenders
- Drive a Sober Days™ rate of 99.3% – the percentage of offenders who are sober and compliant on any given day
- Save significant dollars by shortening prison stays that average $78/day

J. Description of How Project Was Managed:

Project has been in production phase for the past 12 years. Ongoing collaboration is managed via two methodologies. An agency focused account manager, residing in state, is accessible 24/7 to Michigan DOC to handle ongoing hardware equipment needs and maintenance. They are available and schedule regular onsite visits throughout the state in support of the Michigan DOC program and regional offices.

Additionally, AMS and Michigan Doc meet quarterly to discuss alcohol monitoring software platform features and functionality of which AMS builds into our corporate software product roadmap.

K. Description of Price and Cost Data from Project:
Project is approximately $2.5 Million/year project. As with all AMS agency relationships, AMS considers terms of the contract proprietary unless the agency give express consent to make details of contract public. Further detailed information is available upon request.

L. Description of special project constraints, if applicable: N/A

M. Description of your ability and proven history in handling special project constraints: N/A

N. Description of All Changes to the Original Plan or Contract That Were Requested: N/A

O. Description of All Changes to the Original Plan or Contract That Offeror Completed: N/A

P. Description of How Change Requests Were Addressed or Completed by Offeror:

AMS and Michigan Doc conduct quarterly program reviews where software enhancements are defined. Since inception of this contract, AMS has evaluated and prioritized approximately 45 software platform enhancements requested by Michigan DOC. Details on specific enhancement improvements are available upon request.

Q. Was Project Completed in a Timeframe That Was According to the Original Plan or Contact? (If "No", provide explanation): Yes

R. Was Project Completed Within Original Proposed Budget? (If "No" provide explanation): Yes

S. Was there any Litigation or Adverse Contract Action regarding Contract Performance? (If "Yes" provide explanation): No

T. Feedback on Offeror's Work by Company/Client:

In an industry know for 3 year contracts, AMS's continued collaborative relationship with Michigan DOC over the past 13 years is indicative of the joint success of this project. For specific comments, please contact Mr. Roach.

U. Offeror's Statement of Permission for the Department to Contact the Client/Company and for the Client's/Company's Contract(s) to Release Information to the Department.

AMS agrees that South Dakota may contact the above referenced contact from Michigan Department of Corrections to discuss our AMS' performance per the above referenced contract.

5.4 PROJECT PLAN

Provide a project plan that indicates how you will complete the required deliverables and services and addresses the following:

Proposed projectmanagement techniques
Number of Offeror's staff needed
Tasks to be performed (within phase as applicable)
Number of hours each task will require
Deliverables created by each task
Dates by which each task will be completed (dates should be indicated in terms of elapsed time from project inception)
Resources assigned to each task
Required state agency support
Show task dependencies
Training (if applicable)

Microsoft Project is the standard scheduling tool for the State of South Dakota. The schedule should be a separate document, provided in Microsoft Project or Excel, and submitted as an attachment to your proposal.

If as part of this project, the Offeror plans to set-up or configure the software and/or hardware and plans to do this outside of South Dakota, even in part, then they need to provide a complete and detailed project plan on how the Offeror plans on migrating to SD ATG's site. Failure to do this is sufficient grounds to disregard the submission, as it demonstrates that the Offeror fundamentally does not understand the project. Providing a work plan for the steps above that is complete and detailed maybe sufficient.

AMS follows the generally accepted project management principles of the Project Management Institute and employs PMI trained staff who will be part of the management team on this project.

As per the RFP specification, AMS uses MS Project as the standard project tool for managing our 24/7 software system projects including timeline, resource, and deliverables.

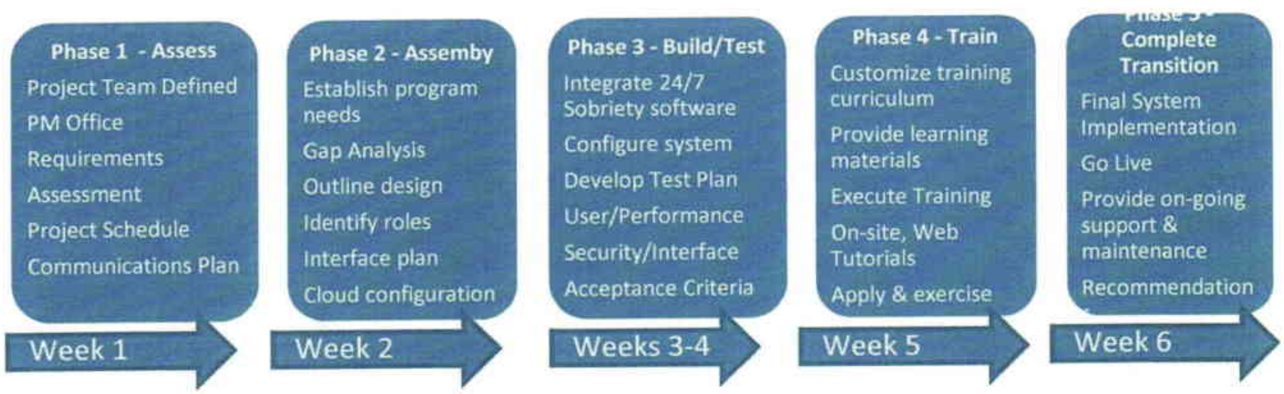
A sample MS Project Template has been provided with the electronic copy of the RFP response. Once South Dakota provides more definition on their expectation regarding number of users, departments and counties participating, and IT infrastructure accessibility, AMS will work with South Dakota to refine the template into a work version.

5.5 DELIVERABLES

This section should constitute the major portion of the work to be performed. Provide a complete narrative detailing the assessment of the work to be performed, approach and methods to provide the requirements of this RFP, the Offeror's ability to fulfill the requirements of this RFP, the Offeror's approach, the resources necessary to fulfill the requirements, project management techniques, specialized services, availability to the project locale, familiarity with the project locale and a description of any options or alternatives proposed. This should demonstrate that the Offeror understands the desired overall performance expectations. This response should identify each requirement being addressed as enumerated in section 8.0. If you have an alternative methodology or deliverables you would like to propose, please include a detailed description of the alternative methodology or deliverables and how they will meet or exceed the essential requirements of the methodology and deliverables described in Section 6.0.

Overview. **AMS has the established internal resources needed to effectively implement, train, monitor, and support State of South Dakota staff in the delivery of a 24/7 Sobriety Program Monitoring Software system. In lieu of direct consultations with South Dakota's BIT team prior to award, AMS's preliminary assessment of project timing and deliverables would be 6-10 weeks and consist of the following deliverables.**

Once awarded, AMS will contact State of South Dakota to coordinate schedules and complete a plan review.



5.5.1 The Vendor shall develop design documents to include the technical architecture and system design of the application. This documentation shall contain the architectural diagrams as well as system configuration and any custom development to the application. The documentation shall be detailed enough for reviewers to understand the function and appearance of all screens.

Design Documents – 5.5.1 **As requested, AMS will develop and deliver design architecture documents to the State of South Dakota that will illustrate software architecture components, user screens, and system configuration recommendations or minimum requirements.**

5.5.2 Interfaces — The Vendor shall be responsible for implementing all aspects of the interfaces described in the Technical Requirements. The Vendor shall be responsible for working with the Agency Project Manager and Agency IT Project Manager to understand the technical interface requirements.

Interfaces – 5.5.2 **As requested, it is AMS's intent to develop the collaborative interface elements with the State of South Dakota during the design, build, and testing phases of the project to ensure the software meets the requirements in the Technical Requirements.**

5.5.3 Hardware — If a state hosted solution is proposed, upon award, the Vendor shall work with the SD ATG and SD BIT to understand the existing infrastructure, assess hardware and software compatibility, and gather information on licenses available for use on this project. The findings of these examinations shall be compiled by the Vendor and submitted to the Agency Project Manager. All Vendor warranty and licensing agreements associated with this system shall be in the name of the SD ATG. The Vendor shall install, test and commission all software required to support the system. LLEAs shall be responsible for providing user workstations. SD ATG/BIT shall discuss any suggested network enhancements. The Vendor's responsibilities are limited to suggesting the improvements to network infrastructure during proposal submission and as a result of the design efforts.

Hardware – 5.5.3 **As part of AMS's response to this RFP, AMS has proposed for the State of South Dakota's consideration of a cloud based software deployment. AMS agrees to work with South Dakota's ATG and BIT departments to support their understanding and assessment of the required IT infrastructure needed to support the 24/7 software.**

5.5.4 Acquisition of third party applications or data bases for RFPS. The acquisition of any third-party software, hardware or databases needed to fulfil the project's contract requires the active participation of the State. The State must approve the costs as well as the terms and conditions of the acquisition of each individual item. The terms and conditions of the acquisition of any open source or freeware software must be also be approved by the State before acquisition. Project plans should allow sufficient time for the acquisition process.

Third Party Applications & Data Models – 5.5.4 **Third Party Applications & Data Models – AMS uses standard Microsoft development tools and SQL databases. AMS agrees to work with the state to specify and acquire any required third party software that may not already be licensed by the state of South Dakota.**

5.5.5 Application Software Code — Preference will be given to Vendor solutions which deliver all application software code to SD ATG in an acceptable format (DVD, tape, ftp site, etc.).

Application Software Code – 5.5.5 AMS **provide software via cloud deployment which requires not installation of executables by the state. AMS's delivery of the software will be done in consultation to the required best practices of the State's preference.**

5.5.6 Technical Documentation — If proposing State hosted solution, System and Technical Documentation sufficient for SD ATG IT to maintain and support the system shall be provided by the selected Vendor, including documentation for the software application, data repository, data interfaces, network etc.

Technical Documentation – 5.5.6 **AMS is proposing a cloud based software solution, any software system and user administration documentation to manage software applications, data repository, data interfaces, networking, etc. will be provided to the State as needed.**

5.5.7 Detailed Project Schedule and milestones with delivery dates showing sub-projects activities and tasks, milestones and targeted delivery data and resources required and allocated to each. The Project Schedule shall be updated on a weekly basis in MS Project and submitted to the Agency Project Manager and Agency IT Project Manager.

AMS understands and will comply. Comprehensive response for 5.5.7 through 5.5.19 is noted in 5.5.19.

5.5.8 Plan of Work — a subordinate document made following establishment of a contract with the awarded Vendor and acceptance of a Project Management Plan. One or more SOWs may be used to provide specific details regarding migration, testing, acceptance and related project work, but may not modify the terms of the contract.

AMS understands and will comply. Comprehensive response for 5.5.7 through 5.5.19 is noted in 5.5.19.

5.5.9 Weekly Status/ Progress Reports that reflect the current status of each active project task, projection of work to be performed the next week, alerts of potential problems and schedule delays and risk mitigation plans.

AMS understands and will comply. Comprehensive response for 5.5.7 through 5.5.19 is noted in 5.5.19.

5.5.20 The Vendor's organization chart and staffing table with names and title of personnel assigned to the project. This shall be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of SD ATG. Resumes shall be included with the organizational chart for all Vendor staff assigned to the project.

AMS understands and will comply. Comprehensive response for 5.5.7 through 5.5.19 is noted in 5.5.19.

5.5.11 Each project milestone shall have individual Acceptance Criteria which detail the completion of the specific milestone. The Acceptance Criteria are to be mutually developed by the Agency and the awarded Vendor and reduced to writing within forty-five (45) days after the contract award. Vendor payments shall be made pursuant to the Payment Plan that corresponds to each completed milestone as negotiated between the parties.

AMS understands and will comply. Comprehensive response for 5.5.7 through 5.5.19 is noted in 5.5.19.

5.5.12 Communications Plan including contact list, meetings, document distributions, reports, etc.

AMS understands and will comply. Comprehensive response for 5.5.7 through 5.5.19 is noted in 5.5.19.

5.5.13 Issue & Risk Management Plans and Logs—documented plans for logging and managing issues and risks, as well as the associated tracking logs jointly maintained by the Vendor and SD ATG Project Manager, to be reviewed / updated weekly.

AMS understands and will comply. Comprehensive response for 5.5.7 through 5.5.19 is noted in 5.5.19.

5.5.14 Action Item Log — tracking all open project related action items, assignments and due dates jointly maintained by the Vendor and SD ATG Project Manager, to be reviewed / updated weekly.

AMS understands and will comply. Comprehensive response for 5.5.7 through 5.5.19 is noted in 5.5.19.

5.5.15 Staffing and Resource Management Plan — indicates people, system, and network resources required for this procurement by month. This plan shall cover both Vendor and SD ATG/BIT resources.

AMS understands and will comply. Comprehensive response for 5.5.7 through 5.5.19 is noted in 5.5.19.

5.5.16 Configuration Management Plan — describing the version control methodology that shall be in place to manage documentation versions and software releases.

AMS understands and will comply. Comprehensive response for 5.5.7 through 5.5.19 is noted in 5.5.19.

5.5.17 Change Management Plan and a change control board (CCB) comprised of the Vendor, the Development Team Project Manager, the Agency Project Sponsor or Assistant, the Agency IT Project Manager and the Agency Project Manager, are jointly to decide on any changes to this project, pursuant to a mutually agreeable change process that shall be set out as part of the project plan. The CCB shall meet on an ad hoc basis when changes are necessary to the project and, if also needed, to the contract. The RFP terms and conditions shall be followed when implementing any changes to the contract, including any necessary State Procurement approvals.

AMS understands and will comply. Comprehensive response for 5.5.7 through 5.5.19 is noted in 5.5.19.

5.5.18 Test Plans - including Integration Testing, User Acceptance Testing, Load Testing and documented test results. Vendor shall recommend specific test levels and structured test environment required for this contract for SD ATG's approval.

AMS understands and will comply. Comprehensive response for 5.5.7 through 5.5.19 is noted in 5.5.19.

5.5.19 Acceptance Plan shall define the process to be followed and criteria for acceptance of each milestone and deliverable. The Acceptance Plan shall include the following elements: Introduction (including the purpose of the Acceptance Plan, Scope, Definitions, References, and Overview), Roles and Responsibilities, Acceptance Tasks, Criteria for Milestones and

Deliverables (Section 6), Problem Resolution and Corrective Action, Acceptance Environment and Deliverable/Service Acceptance.

Project Planning And Management –Sections 5.5.7 – 5.5.19, 5.5.22 As part of AMS's adherence to best practice enterprise solution project management practices, it is our intent to work with closely with SD ATG IT/BIT team to deliver:

- Detailed Project Schedule
- Plan of Work / Statement of Work with updates
- Weekly Status Report both in meeting and project communications
- Updated Project Organization Chart
- Milestone and Acceptance Criteria reporting that includes: Dynamic and Weekly Updates
- Communications Plan: Including regular meetings, heartbeat summary notes, and weekly project status communications
- Issue & Risk Mitigation Plan and Logs
- Action Item Logs
- Staffing and Resource Management Plan
- Configuration Management Plan
- Change Management Plan including the creation of change control steering team (CCB)
- Test Plans: Jointly developed with SD ATG
- Acceptance Plans: Jointly developed with SD ATG
- Implementation Plan from test to production environment rollout and State of South Dakota site specific "go live" requirements.
- Disaster Recovery Plan- AMS [redacted] maintains an active recovery plan that ensures no service disruptions through a multi-system redundancy design.

5.5.20 Payment Plan: payment to the awarded Vendor shall be upon the completion and acceptance by SD ATG of each milestone as defined in the project schedule pursuant to Section 6.0. and Payment Terms. The value of each milestone shall be established in the Vendor's Cost Proposal and negotiated and agreed upon during the contract negotiations phase. Any payment change request shall require submission to and approval of SD ATG. The Vendor shall provide an annual payment plan for the life of this contract if requested by SD ATG.

Payment Plan– 5.5.20 As part of this proposal AMS will work with a mutually agreed upon set of acceptance criteria with SD ATG. Upon acceptance of these milestones, SD ATG will pay AMS based on the project payment schedule listed below in section 6.0.

5.5.21 Quality Management Plan describes the Vendor's method of testing the system and ensuring defects are identified and resolved. Upon award of contract, the Vendor and SD ATG Project Manager shall create the quality management plan together as part of the project management plan development stage. The final version shall be accepted by the Agency in writing before Vendor may proceed with implementation of the Contract. The quality management methodology that shall be used in this Contract shall be included in the Quality Management Plan.

AMS understands and will comply.

5.5.22 Implementation Plan — describes how the Vendor's solution shall be deployed, installed and transitioned into an operational system. The plan contains an overview of the system, a brief description of the major tasks involved in the implementation, the overall resources needed to support the implementation effort (such as hardware, software, facilities, materials, and personnel), and any site-specific implementation requirements. The implementation schedule shall be mutually agreed upon and set between SD ATG and the Vendor.

Project Planning And Management –Sections 5.5.7 – 5.5.19, 5.5.22 **As part of AMS's adherence to best practice enterprise solution project management practices, it is our intent to work with closely with SD ATG IT/BIT team to deliver:**

- **Detailed Project Schedule**
- **Plan of Work / Statement of Work with updates**
- **Weekly Status Report both in meeting and project communications**
- **Updated Project Organization Chart**
- **Milestone and Acceptance Criteria reporting that includes: Dynamic and Weekly Updates**
- **Communications Plan: Including regular meetings, heartbeat summary notes, and weekly project status communications**
- **Issue & Risk Mitigation Plan and Logs**
- **Action Item Logs**
- **Staffing and Resource Management Plan**
- **Configuration Management Plan**
- **Change Management Plan including the creation of change control steering team (CCB)**
- **Test Plans: Jointly developed with SD ATG**
- **Acceptance Plans: Jointly developed with SD ATG**
- **Implementation Plan from test to production environment rollout and State of South Dakota site specific "go live" requirements.**
- **Disaster Recovery Plan- AMS** [redacted] **maintains an active recovery plan that** ensures no service disruptions through a multi-system redundancy design.

5.5.23 Disaster Recovery Plan — If proposing a Vendor hosted solution, Vendor shall provide a detailed plan describing the approach to disaster recovery for enabling the software to come back online; including failover/restore capabilities from single server hard drive failure to entire server failure, etc. A detailed test plan to test the various failover/recovery aspects shall be included. The final disaster recovery plan will need to be vetted and approved upon vendor selection and working in conjunction with SD ATG IT/BIT staff. If proposing a State hosted solution, meeting state hosted standards, this will provided by BIT. A disaster recovery plan for the 24/7 program should have a downtime of no more than 12 hours.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

5.6 NON STANDARD SOFTWARE AND HARDWARE

State standard hardware and software should be utilized unless there is a reason not to. If your proposal will use non-standard hardware and or software you must first obtain State approval. If your proposal recommends using non- standard hardware and or software, the proposal should very clearly indicate what non-standard hardware or software is being proposed and why it is necessary to use non-standard hardware or software to complete the project requirements. The use of non-standard hardware and/or software requires use of the Moratorium Process if the solution is hosted by the State. This process can be found through the Standards' page and must be performed by State employees. The costs of such non-standard software or hardware should be reflected in your cost proposal. The work plan should also account for the time need to use the Moratorium Process. See http://bit.sd.gov/standards/, for lists of the State's standards. The proposal should also include a link to your hardware and software specifications.

If non-standard software and or hardware are used the project plan and the costs stated in 8.7 will have to include service desk and field support, since BIT can only guarantee best effort support for standard hardware and software. If any software development may be required in the future hourly development rates should also be stated. The project plan should also include the development and implementation of a disaster recovery plan since non-standard software and hardware will not be covered by the State's disaster recovery plan. This should also be reflected in the costs. There is also a list of technical questions, Security and Vendor Questions which is attached as Appendix E. These questions must be answered, and signed by the Offeror and may be used in the proposal evaluation.

Non Standard Software & Hardware – 5.6 AMS **believes the proposed solution will not require any special non-standard software or hardware configurations. However, should the project planning assessment phase uncover the need for third party solutions, AMS will work with SD BIT to source required components and ongoing support. AMS has completed Appendix E as per requirements.**

6.0 Cost Proposal

AMS is willing and able to perform the work described in this RFP for the price being offered and accepts State per diem amounts.

6.1 STAFFING

Name	Role	Total Hours on Project	Total Hours on Site	Hourly Rate	Total
Training and Implementation	Training and Implementation Coordinator	80	TBD	$200.00	$16,000.00
Data Conversion	Data Conversion	75	TBD	$200.00	$15,000.00
				Total:	$31,000.00

6.2 TRAVEL AND EXPENDITURE TABLE

Name	Method of Travel	Cost per trip	Number of Trips	Total Cost
Training and Implementation	Air	$1,000.00	1	$1,000.00
Training and Implementation	Rental Car	$ 600.00	1	$ 600.00
			Total	$1,600.00

Name	Lodging Cost per night	Number of Nights	Lodging Cost	Per diem	Number of Days	Per diem Cost	Total Cost
Training and Implementation	$55.00	5	$275.00	$26.00	5	$130.00	$405.00
Totals:							$33,005.00

NOTE: SD ATG asks that vendors accept state per diem. Lodging per diem is $55/night and is readily achievable in South Dakota. Food per diem is $26/day.

6.3 OTHER COSTS

Show any other costs such as: software, hardware, ongoing costs, etc.

The following pricing is provided for South Dakota ATG based on the information provided in the RFP and response to the questions. Our pricing proposal assumes that there will be 400 to 500 individual users in 66 different offices. This pricing proposal also assumes that the South Dakota 24/7 program averages 2,000 participants per day across all of the testing methodologies. This proposal assumes that AMS will bill the South Dakota ATG office directly. AMS also agrees to provide reporting that will allow the South Dakota ATG office to allocate this cost on a monthly basis to each of the participating counties based on their actual usage. This pricing proposal will allow the South Dakota program to monitor 730,000 individual participant days per year. If the annual monitored days exceed 730,000 days, AMS will bill the South Dakota ATG office $0.475 for all excess days.

It should be noted this proposal is for a cloud based solution that is inclusive of CPU resources, data storage, backup/disaster recovery and other system administration inclusions. This offer is priced based on a 99.9% operational uptime availability performance. Also, includes licensing for Microsoft Power BI (business analytics reporting) software. Access to AMS' mobile platform apps will also be provided to all registered agency users as part of this proposal.

	One Time	Year 1	Year 2	Year 3	Totals
Hardware	------	------	------	------	------
Software	------	$346,750.00	$346,750.00	$346,750.00	$1,040,250.00
Maintenance	------	------	------	------	------
License Fees	------	------	------	------	------
Training	$18,005.00	------	------	------	$18,005.00
Other: Conversion	$15,000.00	------	------	------	$15,000.00
Totals	**$33,005.00**	**$346,750.00**	**$346,750.00**	**$346,750.00**	**$1,068,655.00**

****This pricing only applies for state wide 24/7 programs**

*****Pilot 24/7 states/county's, please contact AMS for pricing**

6.4 ADDITIONAL WORK

The Offeror may be expected to perform additional work as required by any of SD ATG signatories to a contract. This work can be made a requirement by SD ATG for allowing the application to go into production. This additional work will not be considered a project change chargeable to SD ATG if it is for reasons of correcting security deficiencies, meeting the functional requirements established for the application, unsupported third party technologies or excessive resource consumption. The cost for additional work should be included in your proposal.

AMS understands and complies.

Appendix A – Scope of Work

AMS submits the following color-coded table in response to Section 2.0 SCOPE OF WORK requirements, that the 24/7 software must be able to retain all of its current functions, as well as be able to perform the items outlined in Appendix A.

AMS 24/7 Sobriety Features

Yes, included AMS 24/7 Feature Set
Upcoming 2018 Release
Not on current Development Schedule
Description Needs More Clarity

South Dakota 24/7 Sobriety Program Webpage & Data Collection RFP Requirements and Requests (Art Mabry - November 2016)

Ref #	Description/Function	Revise	Name
1.0	**Sign In**		
1.1	Username - First name initial, full last name		
1.2	Password - Set by User. Capable of being reset by Admin.		
1.3	New User Link - Used by a new User to set unique password		
1.4	List Admin contact for assistance including phone number and email link.		
1.5	OPTIONAL SIGNON CHANGE: single sign on authentication through RISS.NET using federated services.		

2.0	**Main Page (Rename: Home Page) - Site Administration**	X	
2.1	**No Show List -** Used to track Participants who haven't performed their scheduled testing		
2.1.1	Quick Link - No shows for AM and PM with link to alphabetized list		
2.1.2	Name (link to account), Test type, Balance, Link to apply No Show, Link to apply excused absence including reason.		
2.2	**Add Existing Participant** - Used when a Participant is enrolled at a testing site but needs to test at one or more other sites.		
2.2.1	Adding the Participant's account number adds the Participant to the new testing site.		
2.3	**State Account Disbursement (Rename: Agency State Participation Fee Payments)** - Participation Fees paid to AG for PBT.	X	
2.3.1	Add a Disbursement - Completed when payment made to AG (Amount, date and comments)		
2.3.2	From/To - Defaults to last 3 months. Capable of searching any duration or specific timeframe.		
2.3.3	List includes date, State fees owed that date by Participants, unpaid fees for that date, collected fees for the date, disbursements to AG and balance		
2.3.4	View Link - Goes to page that lists all the Participants owing State fee for that date, amount and paid/unpaid.		
2.3.5	Total State Fees -Total unpaid = Collected State Fees - Total Disbursements = Balance Change + Balance Forward = New Balance for period selected		
2.4	**SCRAM Payments to Disburse (Rename: SCRAM Payments Due to AG)** - SCRAM payments collected by testing site current balance.	X	
2.4.1	Add a Disbursement - Lists the amount of SCRAM fees owed to AG. Add Disbursement link sends it to Admin page and SCRAM Disbursement (History)		
2.4.2	Update - Changes the ending date of SCRAM payments received.		

2.4.3	List includes name link to Participants page, date payment received, amount and receipt number.		
2.5	**SCRAM Disbursements** - History of SCRAM payments.		
2.5.1	From/To - Defaults to last year. Capable of searching any duration or specific timeframe.		
2.5.2	Status - Received = Received by AG, Unreceived = Submitted but not received by AG and Undisbursed = Not paid yet.		
2.5.3	View Link - Goes to the details for the listed status.		
2.6	**Change Password** - Ability for individual User to change their password.		
2.7	**Manage User** - Ability for individual User to remove another agency User.		
	Reports		
2.8	**Account Activity** - Displays testing site activity for a specific date.		
2.8.1	Date - Can be manually changed.		
2.8.2	Shift - Selection of AM or PM		
2.8.3	Type - Payments, refunds, balance adjustments and test types		
2.8.4	Details - Used to customize the report.		
2.9	Participants - Detailed information regarding all the Participants who have been enrolled/tested at the testing site		
2.9.1	Agency - Search by the entity that placed the individual on the program.		
2.9.2	Court Reason - Search by the reason placed on the program **(Descriptions need clarification)**	X	
2.9.3	Judge - Search by a specific Judge		
2.9.4	Offense - Search by a specific offense		
2.9.5	Status - Search by Participant status		
2.9.6	Test Type - Search by specific test type.		
2.9.7	Fees - Search by waived fees		
2.9.8	Group By - Group by any of the above searches.		
2.9.9	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		

2.10	**Repeat Participants** - Lists Participants who have been enrolled more than once.		
2.11	**SCRAM Days** - Lists SCRAM Participants total days on SCRAM during a specific timeframe.		
2.11.1	From/To - Defaults to the previous month. Capable of searching any duration or specific timeframe.		
2.11.2	List includes name link to Participants page, SCRAM site and total days.		
2.12	**SCRAM Participants** - Lists SCRAM details for each SCRAM Participant		
2.12.1	Lists SCRAM Site, name with link, date started/finished and financial information ref payments.		
2.13	**Summary** - Overview of activity including tests, financial and court reason		
2.13.1	From/To - Defaults to the last month. Capable of searching any duration or specific timeframe.		
2.13.2	Show - Switch between Days and Shifts		
2.13.3	Test Type - Search by specific test type.		
2.13.4	Agency - Search by the entity that placed the individual on the program.		
2.13.5	Court Reason - Search by the reason placed on the program (Descriptions need clarification)		
2.13.6	Date Link - Goes to Account Activity for the specific date.		
2.13.7	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.14	**Officer Test Counts** - Lists PBT and UA tests per testing officer		
2.14.1	From/To - Defaults to the previous month. Capable of searching any		
	duration or specific timeframe.		
2.14.2	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		

2.15	**Unpaid Fees** - Lists unpaid fees for the testing site for Active and Inactive Participants (SCRAM fees are only activation/deactivation fees - not daily fees)		
2.15.1	Agency - Search by the entity that placed the individual on the program.		
2.15.2	Court Reason - Search by the reason placed on the program (Descriptions need clarification)		
2.15.3	Judge - Search by a specific Judge		
2.15.4	Offense - Search by a specific offense		
2.15.5	Test Type - Search by specific test type.		
2.15.6	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.16	**Unpaid SCRAM Fees** - Lists unpaid SCRAM daily fees for Active and Inactive Participants		
2.16.1	Agency - Search by the entity that placed the individual on the program.		
2.16.2	Court Reason - Search by the reason placed on the program (Descriptions need clarification)		
2.16.3	Judge - Search by a specific Judge		
2.16.4	Offense - Search by a specific offense		
2.16.5	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.17	**Temporary Removals** - Lists Participants with a Temporary Removal status		
2.17.1	List includes name link to Participants page.		
2.17.2	Return Date - Anticipated date with status will change to Active		
2.17.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.18	**Cash Report** - Daily Cash Report for the testing site by personnel		
2.18.1	Date - Search by date.		

2.18.2	Shift - Selection of All, AM or PM		
2.18.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
2.19	**Useful Links** - Links to webpages, emails or documents associated with the Program		
2.20	**Search for Participants** - Search by Last, First or both names		
2.21	**Open Receipt** - Supposed to be able to search for a receipt. Often doesn't work, especially for voided receipt. **(Change to Search for Receipt)**	X	
2.22	**Current Participants** - List of Active Participants **(Change title to Active Participants)**	X	
2.22.1	List includes name link to Participants page.		
2.22.2	Date of Birth		
2.22.3	Date and time of last test		
2.22.4	Test Type - Currently lists first test for Participant **(Change to reflect the current test type)**	X	
2.23	**Removed Participants** - Participants who have been temporarily removed		
2.23.1	Same information as Current Participants (2.22.1 thru 2.22.4)		
2.24	**Participants expected to complete the program in 30 days**		
2.24.1	List includes name link to Participants page.		
2.24.2	Scheduled end date - Anticipated last test date		
2.25	**Participants who should have completed the program** - Same information as 2.24 (2.24.1-2.24.2)		
	Header Links		
2.26	**Search for Participants** - Search by Last, First or both names		
2.27	**No Shows** - Same as No Show List (2.1-2.1.2)		
2.28	**New Participant** - Enrollment page for new Participant		

2.28.1	First Name, Middle Name, Last Name, Jr/Sr, Gender (dropdown box), DOB **(insert selection box)**, County (dropdown box)	X	
2.28.2	Driver's License Information - Number (required unless suspended or revoked), Work Permit Number, check box for Suspended/Revoked		
2.28.3	Primary Address - Required		
2.28.4	Secondary Address - Currently optional		
2.28.5	Contact Info - Phone (Home, Work and Cell), Email Address		
2.28.6	24/7 Program Information		
2.28.7	Type **(Change to Agency)** - Select the entity that placed the individual on the program.	X	
2.28.8	Judge - Select the Judge responsible for placing Participant on the program		
2.28.9	Court Reason - Select the reason placed on the program (Descriptions need clarification)		
2.28.10	Consent Form - **Change to Consent Form Signed: Yes/No dropdown box.** Required.	X	
2.28.11	Start Date - First date of testing. Required		
2.28.12	Scheduled end date - Anticipated last test date		
2.28.13	Offense - Select a specific offense from dropdown box		
2.28.14	Other Offense		
2.28.15	Comment Box - Used for general comments		
2.28.16	Alert Box - Used for important alerts (i.e. Warrant on File). Flashes red at top of Participant's page.		
2.28.17	Employment Information - Employer, address, phone and Supervisor **(add email address box)**	x	
2.29	**Help** - General guide to webpage with links to specific areas. **Expand to a full User's Guide with Frequently Asked Questions/Answers**	X	
2.30	**Logout** - Sign off		
3.0	**Participant's Home Page**		

3.1	**Edit** - Link to Participant's Enrollment Page		
3.2	**Change Status** - Change status to Removed or Completed		
3.3	**Information from Enrollment Page**		
3.4	**State Account** - State Participation Fee Balance **(Change title to State Participation Fee)**	X	
3.4.1	Add a Payment		
3.4.2	Refund Money		
3.4.3	Adjust Balance		
3.4.4	Payment/Refund Info - Date, Description (including link to receipt),		
	Financial info, Recorded By and check box to remove payment/refund due to error		
3.5	**PBT Balance** - View Account - Local financial information. Same info as 3.4.4		
3.6	**U/A Balance** - View Account - Local financial information. Same info as 3.4.4		
3.7	**Drug Patch Balance** - View Account - Local financial information. Same info as 3.4.4		
3.8	**Interlock Balance** - View Account - Local financial information. Same info as 3.4.4		
3.9	**SCRAM Balances** - Local Activation/Deactivation Fees - View Account - Local financial information. Same info as 3.4.4		
3.9.1	SCRAM Activation/Deactivation Fees that stay with Testing Site. **(Change Title to SCRAM Activation/Deactivation)**	X	
3.9.2	SCRAM Daily Fees - Forwarded to AG's Office. **(Change Title to SCRAM Daily Fees)**	X	
3.9.21	Amount to Disburse - $1.00 disbursement back to testing agency for positive balance		
3.9.22	Disbursed - Yes/No		
3.9.23	SCRAM Site - Testing site responsible for SCRAM. Receives disbursement.		
3.10	**Tests** - Lists and manages the testing methods		
3.11	**2xPBT** - Edit link goes to page to waive fees. Remove link removes the test type.		
3.12	**Drug Patch** - Local Activation/Deactivation Fees - View Account - Local financial		

	information. Same info as 3.4.4		
3.13	**Interlock** - Edit link goes to Inspection schedule. Remove link removes the test type.		
3.14	**SCRAM** - Remove link stops daily fees and posts the deactivation fee.		
3.15	**U/A** - Edit link goes to scheduling page to include waiving fees option.		
3.16	**Add Test Type** - Link goes to dropdown box of test types. Adding SCRAM automatically starts daily fees and posts activation fee.		
3.17	**Alert Box** - Used for important alerts (i.e. Warrant on File). Flashes red at top of Participant's page.		
3.18	**Comment Box** - Used for general comments		
3.19	**Option for adding photo**		
3.20	**Option for editing, removing or adding additional Interested Parties**		V2
3.21	**Documents** - Link to add documents (i.e. Court Orders, Participation Agreements, etc.)		V2
3.22	**Test Log** - PBT, UA and Interlock Pass/Fail log		
3.23	**Link to Drug Patch Management page.**		
3.23.1	Drug Patch Management page.		
	Recommended Changes from Testing Sites	**Testing Site**	
4.1	Participant List should include Name, DOB and OLN - Used to run Warrant Checks	Minnehaha	
4.2	Add a printable violation report	Minnehaha	
4.3	Add Warrant Affidavit form	Minnehaha	
4.4	No Show List - Ability to sort/view by Test Type	Minnehaha	
4.5	Ability to print multiple receipts for one payment (i.e. $50 payment - print 5 $10.00 receipts). Used as UA tickets.	Minnehaha	
4.6	Add payments directly from the Participant's Home Page	Minnehaha	V2
4.7	Larger button to log test	Minnehaha	
4.8	Fingerprint identification	Minnehaha	

4.9	Better management of comments on Participants Home Page. Only show recent notes. Archive previous notes.	Minnehaha	
4.10	Ability to run missed tests by date	Minnehaha	
4.11	Report for SCRAM Daily Fees by date/shift. Same for Activation/Deactivation fees	Minnehaha	
4.12	Remove Tester's last name from receipt. Create ID # for tester.	Minnehaha	
4.13	U/A and Drug Patch Reports that lists substance	Minnehaha	
4.14	Include SCRAM payments/refunds in Cash Report for each shift	Minnehaha	
4.15	Give Tester's ability to reactivate all Participants.	Minnehaha	V2
4.16	Phone number fields automatically populate correctly (555) 555-5555	Minnehaha	V2
4.17	Add Court File Number	Butte	V2
4.18	Participant's Name in red bold if they have a negative balance in any account. This would apply to Home Page and any Lists run including them.	Pennington	
4.19	Automatically add notice in Alert box for any negative balance.	Pennington	
4.20	Updated total of State Participation Fees paid/owed to complete the 30 days ($30.00)	Pennington	
4.21	U/As trackable by date in addition to days	Pennington	V2
4.22	Add Involuntary Commitment, Probation and Parole to Offense drop down list.	Lincoln	
4.23	Distribute information across page in a manner for easier reading	Pennington	V2
4.24	Tracking mechanism for failed tests for each Participant	Pennington	
4.25	Unique Participant ID number separate from the Account numbers. ID number would remain the same throughout 24/7 no matter how many accounts.		
4.26	Show balances on all receipts	Pennington	
4.27	Add Attorney General to Court Reason Dropdown	Pennington	
4.28	Use Military Time without semi-colon	Minnehaha	
4.29	Statistics - Average days on 24/7 Program		
4.30	Automatically change status to removed if no logged test in 7 days.		V2
4.31	Total days a Participant is on the program (all tests)		

4.32	Receipt should list the type of test.	Minnehaha	
4.33	Add ability for U/A test on a monthly basis	Pennington	
4.34	Temporary removal automatically posts to No Show List on date scheduled to return	Minnehaha	
4.35	Log Testing site and Tester on each test	Brookings	
4.36	Ensure fee for test is deducted before payment is logged - create an accurate receipt	Minnehaha	
4.37	Ability for testing sites to view all receipts including voided receipts		
4.38	All data from current website transferred to new website		
4.39	Only enrolling site can change the status of a Participant	Brookings	
4.40	Add new test type for Mobile Breath Alcohol Testing Device. Should be set up similar to SCRAM		
5.0	**Administrative Page**		
5.1	**Combine Participants Link** - Combines accounts when a new account is made in error. **(Change title to Combine Accounts)**		
5.1.1	Enter accounts number to keep and the one to remove.		
5.1.2	Combine Participants link moves data from the "Remove" account to the "Keep" account then deletes the "Remove" account		
5.2	**Manage Users Link** - Adds Users/Testers to the Program		
5.2.1	Search by Testing Site and User		
5.2.2	Dropdown box to select testing site		
5.2.3	Page displays Name, Username, Phone, Email		
5.2.4	Edit -Link take you to the User's information page		
5.2.5	New User Link - Used by admin to add a new User.		
5.2.6	New User enrollment page		
5.2.7	Site - Select Testing Site		
5.2.8	Username		
5.2.9	Type - Provides type of access (Normal, Supervisor, Admin) **(Add Read Only Access)**		
5.2.10	Name Info.		
5.2.11	Contact Info.		

5.3	**Manage Agency User Link** - Gives specific agencies access to entire state 24/7 data base.
5.4	**Manage Judges Link** - List of Judges available for testing sites to select.
5.4.1	Edit Link - Used to remove Judge from list or move to another court.
5.4.2	New Judge Link - Used to add new Judge to the list
5.4.3	New Judge Page - Enter Name and Circuit
5.5	**Manage Sites Link** - List of approved testing sites
5.5.1	Edit Link - Goes to site's information page
5.5.2	New Site Link - Used to add a new testing site.
5.5.3	New Site Info Page
5.6	**Manage Testing Fees Link** - Ability to change the testing fees for specific test types. Applied from change forward (no change to previous charges)
5.6.1	Test Type - Search by specific test type.
5.6.2	Enter new fees
5.7	**State Disbursements Link** - State Participation Disbursements from testing sites. **(Change to State Participation Fee Disbursements)**
5.7.1	From/To - Defaults to the last 3 months. Capable of searching any duration or specific timeframe.
5.7.2	Date, Site and Amount
5.7.3	Remove Link - Allows administrator to remove the payment from this page and the agency's State Account Disbursement page
5.7.4	Approve Link - Allows administrator to confirm payment when received.
5.7.5	Save to Spreadsheet Link - Save to Excel for searching and data formatting.
	SCRAM
5.8	**County to State SCRAM Disbursement** - Lists Unreceived and Undisbursed SCRAM payments.
5.8.1	Unreceived Disbursements - Payments submitted or mailed by agency
	but not yet received by AG

5.8.2	Site Name, Status, Date/time posted and Amount
5.8.3	View Link - Goes to page with specific details regarding that payment
5.8.4	Change Status Link - Changes payment to Received.
5.8.5	Undisbursed Payments - SCRAM payments collected at testing site but not forwarded to AG.
5.8.6	View Link - Goes to page with specific details regarding that payment
5.8.7	Received Payments - List of all SCRAM payments received by AG from testing sites.
5.8.8	From/To - Defaults to the last year. Capable of searching any duration or specific timeframe.
5.8.9	View Link - Goes to page with specific details regarding that payment
5.9	**State to County SCRAM Disbursements** - Used to determine Quarterly SCRAM Allocations returned to testing agency
5.9.1	Agency Name Link - Goes to page with specific SCRAM disbursement details for that agency.
5.9.2	Balance Due (Based on SCRAM payments received from testing site. $1.00 per day per active bracelet with a positive account balance.)
5.9.3	Add a Disbursement - Completed by Administrator when disbursement is paid
5.9.4	Add a Balance Adjustment - Completed by Administrator when necessary
5.9.5	Daily activity including earned allocation and current balance. Also includes disbursements when paid.
5.9.6	View Link - Goes to page with specific details for the allocation/disbursement for that date.
5.10	**SCRAM Account Status Link** - Used by Administrator to monitor SCRAM balances and initiate action to collect delinquent accounts
5.10.1	Site - Select Testing Site

5.10.2	Balance - Search by All, Negative, Positive and Zero		
5.10.3	Search by Active/Inactive/All		
5.10.4	Delinquency - Search by Non-Delinquent, Delinquent, All		
5.10.5	Payment Plan - Search by Weekly, Bi-Weekly, Monthly		
5.10.6	Action Needed -Yes/No		
5.10.7	Name Link - Goes to page with specific details		
5.10.8	Change Status		
5.10.9	Change Payment Plan		
5.11	**SCRAM County Disbursement Start Dates Link** - SCRAM Quarterly Allocation starting dates for each agency. Agency Link - Goes to setting date page.		
5.11.1	Set starting date for agency. Current date automatically fills. Can be manually changed.		
5.12	**SCRAM Fee Gaps Link** - Used by Administrator to fill in system wide missing SCRAM Daily Fees (used when system offline at time of daily fee auto logging)		
5.12.1	Date Range - Used to search for missing SCRAM Daily Fees.		
	Reports		
5.13	**Participants Link** - Goes to page to search Participants		
5.13.1	Dropdown box to select Testing Site		
5.13.2	Dropdown box to select test type, Judge, Agency, Offense or Status		
5.13.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
5.14	**Daily Activity Link** - Goes to page with specific testing details by date and testing site.		
5.14.1	From/To - Defaults to the last month. Capable of searching any duration or specific timeframe.		

5.14.2	Dropdown box to select Testing Site		
5.14.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
5.15	**Fees Earned Link** - Local fees collected for the local agency 24/7 Program fund.		
5.15.1	From/To - Defaults to the last month. Capable of searching any duration or specific timeframe.		
5.15.2	List by Agency includes 1xPBt, 2xPBT, UA and Drug Patch **(Add Ignition Interlock and SCRAM Allocations)**		
5.15.3	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
5.16	**Duplicate Fees and Payments Link** - Goes to page that displays possible duplicate SCRAM Fees and Payments		
5.16.1	From/To - Defaults to the last day. Capable of searching any duration or specific timeframe.		
5.16.2	Possible Duplicate SCRAM Fees		
5.16.3	Possible Duplicate SCRAM Payments		
5.16.4	Name Link - Goes to Participants SCRAM pages (Activation/Deactivation and Daily Fees depending on location of possible duplication)		
5.17	State Fees Owed Link - Goes to page displaying State Participation Fees owed.		
5.18	**Test Stats Link** - Statistics for the 24/7 Program. Automatically loads from starting date of program to current date **(Eliminate automatic search)**		
5.18.1	From/To - Defaults to starting date of program to current date. Capable of searching any duration or specific timeframe. **(Change starting date)**		
5.18.2	Dropdown box to select All or specific testing site.		
5.18.3	PBT Stats - Includes 1xPBT and 2xPBT		
5.18.4	U/A Stats		

5.18.5	Drug Patch Stats		
5.18.6	Save to Spreadsheet Link - Save to Excel for searching and data formatting.		
5.19	**Action Log Link** - List of daily programming runs		
5.19.1	From/To - Defaults to the last month. Capable of searching any duration or specific timeframe.		
5.19.2	List of programming run details.		
5.20	**Records Pending Removal Link** - Administrator approves all removals from the program. Link goes to page with specific details of each removal.		
5.21	Switch to Site Link - Goes to selected testing site's main page as Administrator		
5.22	**Disaster Recover**		
5.22.1	A disaster recovery plan will need to be implemented if the solution is Vendor hosted.		
5.22.2	A disaster recovery should bring the system back up within 12 hours.		

Appendix E – Security and Vendor Questions

[redacted]

State of South Dakota 24/7 Sobriety Program Software
RFP #818

Acknowledgement of RFP Cover Page

STATE OF SOUTH DAKOTA OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

24/7 Sobriety Program Monitoring Software RFP
PROPOSALS ARE DUE NO LATER THAN January 20th, 2017

RFP #: 818

BUYER: South Dakota Attorney General's Office (SD ATG)
EMAIL: RFP818ATG247@state.sd.us

READ CAREFULLY

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